

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
NEWPORT SCHOOL ~~DISTRICT~~DISTRICT #56-415

AND

PUBLIC SCHOOL EMPLOYEES OF NEWPORT

SEPTEMBER 1, ~~2014~~2017 - AUGUST 31, ~~2017~~2020

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**Public School Employees of Washington / SEIU Local 1948**  
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1 **DECLARATION OF PRINCIPLES**

2  
3 Pursuant to the conditions set forth in the Public Employees' Collective Bargaining Act of 1967, RCW  
4 | 41.56, this constitutes an agreement between the Newport School ~~District~~District Number 56-415, the  
5 School Board, and the Public School Employees of Newport, an affiliate of the Public School  
6 Employees of Washington/SEIU Local 1948.

7  
8 The parties agree that it has been and will continue to be in their mutual interest and purposes to  
9 promote systematic and effective employee-management cooperation; to confer and negotiate in good  
10 faith with respect to grievance procedures and collective negotiations on personnel matters including  
11 wages, hours and working conditions; promote effective methods for prompt adjustment of  
12 differences; and to promote full and reasonable employee participation in such personnel areas as are  
13 | within the jurisdiction of the ~~District~~District.

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17 **PREAMBLE**

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19 | This Agreement is made and entered into between Newport School ~~District~~District Number 56-415  
20 (hereinafter "~~District~~District") and Public School Employees of Newport, an affiliate of Public School  
21 Employees of Washington / SEIU Local 1948 (hereinafter "Association").

22  
23 In accordance with the provisions of the Public Employees Collective Bargaining Act and regulations  
24 promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the  
25 parties agree as follows:

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28  
29 **ARTICLE I**

30 **RECOGNITION AND COVERAGE OF AGREEMENT**

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33 **Section 1.1. Recognition Clause.**

34 The ~~District~~District hereby recognizes the Association as the exclusive representative of all employees  
35 in the bargaining unit described in Section 1.2, and the Association recognizes the responsibility of  
36 representing the interests of all such employees.

37  
38 **Section 1.2. Bargaining Unit Defined.**

39 The bargaining unit to which this Agreement is applicable shall consist of all classified employees in  
40 | the following general job classification~~s~~: Custodial, Maintenance, Food Service, Secretarial,  
41 Administrative Secretary, Registered Nurse, Summer Manual Labor/Grounds Workers, Computer  
42 Technician, Librarian, ~~After School/Summer School Academic Coach,~~ and all Paraeducators. ~~This~~  
43 ~~includes any Paraeducator or person performing the work of a Paraeducator regardless of funding~~  
44 ~~source.~~

45  
46 A Paraeducator is a person who performs tasks to assist teachers and programs in the supervisory,  
47 educational and physical needs of special-needs students and students in general.

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~~The District~~ District Office Administrative, Secretarial and Clerical personnel, all ~~District~~ District Supervisors, Directors, Coordinators, and Administrative Staff are excluded from the bargaining unit.

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**Section 1.2.1. Job Descriptions .**

The ~~District~~ District will provide employees with current job descriptions upon employment and shall provide the Association with copies of said job descriptions for all employees' subject to this Agreement. These job descriptions will describe the minimum qualifications as set by representatives of the ~~District~~ District with notification to the Association. The job descriptions will also name the employee's immediate supervisor by position.

~~Each position within the bargaining unit will have a job description of the duties performed and the minimum qualifications necessary to perform those duties. The minimum qualifications of any new or current positions will be reasonable and necessary. The minimum qualifications for all positions and newly created positions shall be available to all employees of the bargaining unit, the purpose being to enable the members to prepare for future openings. The job description will also name the employee's immediate supervisor.~~

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**Section 1.2.2. Notification of New Hires.**

The ~~District~~ District will notify the local association President of all newly hired bargaining unit employees within ten (10) workdays of being employed. At the time of hire, the ~~District~~ District will provide the new employee(s) with a copy of the collective bargaining agreement, printed at Association expense. The Collective Bargaining Agreement will be posted to the District website for employee access.

**Section 1.2.3. Paraeducator Minimum Qualifications.**

~~High School Diploma or General Education Degree (GED) and meeting all NCLB requirements are required for all positions. Some positions may be Gender Preferred. For positions not qualified by an AA degree or proficiency as stated in the job description, a demonstrated level of proficiency at a minimum of grade 12 in all areas on the Adult Basic Literacy Exam (or an examination of the District's choosing) will be a minimum qualification. Individuals employed as Paraeducator in the Newport School District must meet State and Federal requirements under the Every Student Succeeds Act (ESSA). Some positions may be Gender Preferred. Individuals must possess a High School diploma or General Education Degree (GED) and meet ESSA requirements by completing at least two (2) years of study at an institution of higher education, having an Associates of Arts (AA) Degree or higher, proficiency as stated in job description, or pass the ETS ParaPro Assessment Test. Employees Hired before August 1999, will be grandfathered into the testing requirements. Employees hired before August 1999, will be grandfathered into the testing requirement.~~

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**Section 1.2.4. Temporary Employees:**

~~A temporary employee is one who is filling a position of a current classified employee who is on leave of absence; or is filling a position created due to a short-term staffing need which does not warrant the posting of a permanent position; or the filling of a position when extraordinary needs require a temporary appointment, pending posting and filling. A position shall not be filled on a temporary basis for more than thirty (30) workdays before opening and posting the position as provided in Section 10.8 unless an~~

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1 ~~extension is agreed upon by the Association and the District. Temporary employees shall~~  
2 ~~be entitled to the following provisions of the Collective Bargaining Agreement: Schedule A.~~

3  
4 If a regular employee bids on and is granted a temporary position, he/she shall fill the position  
5 for the duration of the leave. The employee will be allowed to return to his/her regular position  
6 at the conclusion of the temporary vacancy. The position vacated by the regular employee may  
7 be filled by a substitute hired from outside the bargaining unit. Short term layoff shall not be  
8 used to circumvent this provision.

9 **Section 1.2.54. After School/Summer School Academic Coach**

10 Individuals employed as After School/Summer School Academic Coaches are not required to  
11 meet the ESSA requirements for Paraeducators and shall not have bumping rights to any  
12 Paraeducator openings. Those employees hired as Academic Coaches before July 2016, will be  
13 grandfathered and shall receive bumping rights as they have met the Federal ESSA  
14 requirement.

15 **Section 1.2.5. Administrative Secretary.**

16 There shall be a minimum of one Administrative Secretary per school building within the  
17 District.  
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23  
24 **Section 1.3. Substitute Employees.**

25 ~~A substitute employee is defined as an individual who temporarily replaces a current employee absent~~  
26 ~~from a regularly posted position. A substitute is one who fills in for an employee on an as needed basis.~~  
27 ~~Substitutes do not receive District paid benefits; however, substitutes who work twenty (20) consecutive~~  
28 ~~days or thirty (30) intermittent days during the academic year shall be included in the bargaining unit,~~  
29 ~~limited to the following provisions of the Collective Bargaining Agreement: Article I, Section 7.1.3~~  
30 ~~(Breaks), Section 10.8 (Job Posting), Schedule A, required Affordable Care Act (ACA) regulations and~~  
31 ~~sick leave per RCW 49.46.210.~~

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32  
33 ~~Substitute employees who work less than one-sixth (1/6) of the workdays in a normal academic~~  
34 ~~year are not covered by this Agreement.~~

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35  
36 ~~Substitute employees doing bargaining unit work who work one-sixth (1/6) of a normal academic~~  
37 ~~year in any twelve (12) month period (thirty [30] workdays) and continue to be available for work,~~  
38 ~~will be included in the bargaining unit limited to the following provisions of the Agreement: 1)~~  
39 ~~Article I and 2) Schedule A.~~

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40  
41 **Section 1.3.1. Regular Employee Substitutes.**

42 If a current, regular employee (not on layoff) substitutes in the same category as that which they  
43 are employed, the employee will be paid the regular rate of pay for all hours worked. A regular  
44 employee may substitute only if they are available during the hours a substitute is needed and the  
45 hours do not conflict with their regular work schedule.  
46  
47

48 **Section 1.3.1.1. Custodial Substitutes.**

1 Regular custodial employees will be allowed to sub in an open position within their  
2 classification when the open position offers them more hours ~~or a higher rate of pay than~~  
3 their regular position and subject to the ability of the ~~District~~District to fill their  
4 temporarily vacated position with a qualified, trained substitute. An open position is the  
5 result of a regular employee having an approved absence of three (3) days or more or a  
6 vacant position awaiting the hiring process Reference 7.1.6.

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### 7 **Section 1.3.2. Substitutes On Layoff.**

8 Employees who are in layoff status, who agree to work as a substitute in the position they  
9 previously held within three (3) years of their layoff shall be paid at the employee's former step  
10 on Schedule A. Employees on layoff status for more than three (3) years, who agree to work as  
11 a substitute shall be paid at Year one (1) on Schedule A.

### 12 **Section 1.4. Temporary Employees.**

13 ~~A temporary employee is one who is filling a position of a current classified employee who is on leave~~  
14 ~~of absence; or is filling a position created due to a short term staffing need which does not warrant the~~  
15 ~~posting of a permanent position; or the filling of a position when extraordinary needs require a~~  
16 ~~temporary appointment, pending posting and filling. A "temporary position" is one that is a new or~~  
17 ~~existing position that is filled for a limited time period of thirty (30) workdays or less. Temporary~~  
18 ~~employees fill in for employees who are on a leave of absence or fill in for a position created due to a~~  
19 ~~short-term staffing need. A position shall not be filled on a temporary basis for more than thirty (30)~~  
20 ~~workdays before opening and posting the position as provided in Section 10.8, unless an extension is~~  
21 ~~agreed upon by the Association and the District. Temporary employees shall be included in the~~  
22 ~~bargaining unit and entitled to the following provisions of the Collective Bargaining Agreement:~~  
23 ~~Section(s) 7.1.3. (Breaks), Section 10.8 (Job Posting), Schedule A, required ACA regulations and sick~~  
24 ~~leave per RCW 49.46.210.~~

25 If a regular employee bids on and is granted a temporary position, he/she shall fill the position for the  
26 duration of the leave. The employee will be allowed to return to his/her regular position at the  
27 conclusion of the temporary vacancy. This employee shall retain all rights under the terms of the  
28 Collective Bargaining Agreement. The position vacated by the regular employee may be filled by a  
29 substitute hired from outside the bargaining unit. Short-term layoff shall not be used to circumvent this  
30 provision.

### 31 **Section 1.4.**

32 If there is a conflict between this Agreement and any resolution, rule, policy, or regulation of the  
33 District, the terms of this Agreement shall prevail.

### 34 **Section 1.5. Long Term Temporary Employees.**

35 A "long term temporary employee" is one that is a new or existing position that is filled for thirty-one  
36 (31) or more workdays. All long term temporary positions are posted as provided in Section 10.8  
37 unless an extension is agreed upon by the Association and District.

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38 All long term temporary employees shall be included into the bargaining unit and are entitled to all  
39 provisions of this contract, subject to Section(s) 10.2. Long term temporary employees are not eligible  
40 for insurance pooling if position is filled after October 1<sup>st</sup>.

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41 If a regular employee bids on and is granted a long term temporary position, he/she shall fill the  
42 position for the duration of the leave. The employee will be allowed to return to his/her regular  
43 position at the conclusion of the long term temporary vacancy. This employee shall retain all rights

1 under the terms of the Collective Bargaining Agreement. The position vacated by the regular employee  
2 may be filled by a substitute hired from outside the bargaining unit as provided in Section 10.8. Short-  
3 term layoff shall not be used to circumvent this provision.

4  
5 Long term temporary employees employed for 31 or more workdays will be given in-District bidding  
6 rights for positions that are opened during the current and upcoming school year.

7  
8 The seniority date of a long term temporary employee that has bid on and has been hired into a  
9 permanent position will start on the date he/she began continuous daily employment in the permanent  
10 position as per Article 10.1. In the event of a tie, regular tie breaking rules will apply, pursuant to  
11 Section 10.1.1.

12  
13 **Section 1.6. Agreement Conflict.**

14 If there is a conflict between this Agreement and any resolution, rule, policy, or regulation of the  
15 District, the terms of this Agreement shall prevail.

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21 **ARTICLE II**

22 **~~DISTRICT~~DISTRICT RIGHTS**

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25 **Section 2.1. ~~Management District~~ Rights.**

26 Management officials retain the right to:

- 27  
28 A. Direct employees covered by this Agreement;  
29  
30 B. Hire, promote, demote, assign and retain employees of the unit and to suspend or discharge  
31 employees for justifiable cause;  
32  
33 C. Relieve employees from duty because of lack of work or other legitimate reasons;  
34  
35 D. Determine the method, number, and kinds of personnel by which operations undertaken by  
36 employees in the units are to be conducted; and  
37  
38 E. Discuss with the Association personnel matters that are of concern to employees within the  
39 unit.

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45 **ARTICLE III**

46 **RIGHTS OF THE EMPLOYEES**  
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2 **Section 3.1. Right To Join and Assist.**

3 It is agreed that all employees subject to this Agreement shall have and shall be protected in the  
4 exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Association.  
5 The freedom of such employees to assist the Association shall be recognized as extending to  
6 participation in the management of the Association, including presentation of the views of the  
7 Association to the Board of Directors of the ~~District~~District or any other governmental body, group or  
8 individual.

9  
10 **Section 3.2. Non-Discrimination Agreement.**

11 Neither the ~~District~~District nor the Association shall discriminate against any employee subject to this  
12 Agreement on the basis of race, creed, color, sex, religion, age, or marital status or because of physical  
13 handicap with respect to a position, the duties of which may be performed efficiently by an individual  
14 without danger to the health or safety of the physically handicapped person or others.

15  
16  
17 **Section 3.3. Personnel File.**

18 There shall be only one official personnel file for each employee, to be kept in the ~~District~~District  
19 office. Each employee reserves the right to see all material placed in his/her personnel file and to  
20 review the entire file on request, provided the request is made in writing to the ~~District~~District  
21 personnel office during regular working hours. During said review an official or representative of the  
22 Union may be present, and the employee may initial and make one (1) photocopy of any material in  
23 the file.

24  
25 **Section 3.3.1. Removal From Personnel File**

26 Each employee shall be provided a copy of all the materials placed into his/her personnel file  
27 within five (5) days of its inclusion. At that time the employee shall date and initial material.  
28 All unfounded charges and related documents will be destroyed within (30) calendar days.  
29 Derogatory material not brought to the attention of the employee in compliance with this  
30 section, or not placed in the official personnel file, may not be used for any purpose adverse to  
31 the employee's interests. All derogatory material contained in the file shall be removed no later  
32 than two (2) years after its placement in the file, upon request of the employee, with the  
33 exception of those required to remain cited in RCW 28A.400.301. Such documents may, at the  
34 discretion of the ~~District~~District, be removed to the office of the ~~District~~District's legal counsel.  
35 The employee shall have the right to respond, in writing, to any materials in the file and have  
36 such response become part of the file.

37  
38 **Section 3.4. Medical File.**

39 In order for the ~~District~~District to comply with the Americans with Disabilities Act (ADA), the  
40 ~~District~~District shall maintain a medical information file for each classified employee of the  
41 ~~District~~District that will be kept separate from the personnel file. This file will contain such sensitive  
42 information as immunization history, health related cards, leave sharing information, and information  
43 on medical history, and medical releases, etc. This medical information file will insure confidentiality  
44 of sensitive information regarding the employee in the event of a Federal or State audit.

45  
46 **Section 3.5. Annual Supervisor Evaluation Process.**

47 The employee's supervisor or his/her designee shall evaluate each employee's performance annually.  
48 Performance evaluations shall accurately reflect the employee's actual duty performance on the



1 attached form (Appendix C-I). Evaluations will be completed no later than June 1 of the year in which  
2 the evaluation takes place. The employee shall sign the evaluation form. The signature of the employee  
3 does not, however, imply that the employee agrees with the contents of the evaluation. Employees may  
4 attach comments as desired. Comments shall be received in the ~~Distriet~~District office within ten (10)  
5 workdays after receipt of the evaluation, unless mutually agreed to extend the time period.

6  
7 **Section 3.5.1. Performance Remediation Process.**

8 If an employee is not performing satisfactorily according to the job description, the supervisor  
9 and program administrator will complete a Performance Remediation Form (see Appendix B)  
10 with the employee. The employee must participate in the process. Identified areas in need of  
11 improvement must have been brought to the attention of the employee previous to the  
12 implementation of this process. The ~~Distriet~~District will provide a plan for improvement and  
13 the necessary help to give the employee an opportunity to improve. The Performance  
14 Remediation process will be reviewed by the supervisor, program administrator and the  
15 employee according to the remediation timelines. An employee in the remediation process is  
16 prohibited from changing positions if the areas in conflict appear on the job description of the  
17 new position. An employee who has successfully remedied performance deficiencies within the  
18 probationary period will have no adverse effects from having gone through remediation. If  
19 progress is not satisfactorily made, Section 11.1 may apply. Nothing in this section prevents the  
20 ~~Distriet~~District from directly disciplining or discharging an employee for justifiable cause  
21 without the implementation of this process. The employee may request Association  
22 representation during this process.

23  
24 **Section 3.6. Employees Assisting with Student Diabetic Needs**

25 Employees assigned duties for a student with diabetes under the parameters of RCW 28A.210.330 (2)  
26 (a, b) shall be provided the training and right of refusal as described in the respective code.

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27  
28 **Section 3.7. Employees Assisting with Student Catheterization Needs**

29 Employees assigned duties for a student requiring catheterization under the parameters of RCW  
30 28A.210.280 shall be provided the training and right of refusal as described in the respective code.

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31  
32 **Section 3.8. Employee Weingarten Rights**

33 Employees subject to this Agreement have the right to have Union representatives or other persons present  
34 at discussions between themselves and supervisors or other ~~Distriet~~District representatives.

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37  
38 **Section 3.9. Employees Assisting with Student Epinephrine Injection Needs**

39 Effective July 28, 2013, unlicensed employees asked to use epinephrine autoinjectors under the  
40 parameters of RCW 28A.210.383 shall be provided the training and right of refusal as described in the  
41 respective code.

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42  
43 **Section 3.10. Employees Assisting with Student Medication and Nursing Services Needs**

44 Effective July 1, 2014, under the parameters of RCW 28A.210, unlicensed employees asked to  
45 administer medications or performing nursing services not previously recognized in law shall be  
46 provided the training and right of refusal as described in the respective code.

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ARTICLE IV

RIGHTS OF THE ASSOCIATION

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**Section 4.1. Rights and Responsibilities**

The Association has the right and responsibility to represent the interests of all employees in the unit, to present its views to the ~~District~~District on matters of concern either orally or in writing, and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the bargaining unit.

**Section 4.2. Right to Access District Premises**

Representatives of the Association, upon making their presence known to the ~~District~~District, shall have access to the ~~District~~District premises during business hours. No conferences or meetings between the employees and Association representative will in any way hamper or obstruct the normal flow of work.

**Section 4.3. Association Leave**

The President of the Association or his/her/their designated representative shall be provided time off without loss of pay to a maximum of three (3) days each, not to exceed a total of six (6) days per year to attend regional or state meetings when the purpose of those meetings are in the best interest of the ~~District~~District as determined by the ~~District~~District administration. These days shall require approval of the Superintendent. Meetings which are solely for Association business will be granted without pay for a period not to exceed three (3) days.

**Section 4.4. Bulletin Boards.**

The ~~District~~District shall provide space in each school for the installation of a bulletin board provided by the Association. The Association shall have the right to post notices of activities and matters of Association concern on these bulletin boards. The bulletins posted by the Association are the responsibility of the officials of the Association. There shall be no distribution or posting of information, pamphlets or advertisements for or against federal, state or local political matters on ~~District~~District property.

The Association shall have the right to use ~~District~~District mail service and staff mailboxes for communication. A courtesy copy will be given to the ~~District~~District Office at the time of general distribution.

The Association shall have the right to use ~~District~~District facilities and equipment when such equipment or facilities are not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

~~District~~District facilities, mail service, equipment, and bulletin boards may be used for meetings and to transact official business, except if the business relates to issues defined as work stoppage.

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**Section 4.5. Member Information Request**

Upon request, the ~~District~~District shall provide the names, addresses, phone numbers, work assignments, FTE, and salary information of bargaining unit employees to the President of the Association and/or his/her designee.

**Section 4.6. Report on ~~Subs and Temporary Employees~~Substitutes, Temporary Employees and Long Term Temporary Employees.**

The names, work assignments, cumulative days worked by substitutes and temporaries shall be provided to the local Association upon request.

**Section 4.7. Grievance Notification.**

The Association shall be promptly notified by the ~~District~~District, of grievances brought by an employee. The Association is entitled to have an observer at hearings conducted by any ~~District~~District official or body arising out of any grievance and to make known the Union's views concerning the case.

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**Section 4.7.1. Grievance Investigation**

The President of the Association and designated representatives will use time outside of the workday to discuss with the employee grievances and appropriate matters directly related to work situations in their area. If time is needed during work hours for these types of activities, the Association will request approval from Administration.

**Section 4.8. Delegation of Authority.**

The Chapter and members reserve and retain the right to delegate any right or duty contained herein to the professional staff of the Public School Employees of Washington/SEIU Local 1948.

**ARTICLE V**

**APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

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**Section 5.1. Mandatory Subjects of Bargaining**

It is agreed and understood that matters appropriate for consultation and negotiation between the ~~District~~District and the Association are items relating to or affecting hours, wages, grievance procedures and general working conditions of employees in the bargaining unit subject to this Agreement.

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**Section 5.2. Right of Notification**

Each employee shall have the right to bring matters of personal concern to the attention of appropriate Association representatives and/or appropriate officials of the ~~District~~District.

**ARTICLE VI**

**LABOR / MANAGEMENT MEETINGS**

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**Section 6.1. Labor/Management Meetings**

It is agreed that the parties may confer at least quarterly relative to matters of mutual concern. More frequent meetings may occur if mutually agreeable.

Each of the parties will delegate four (4) representatives to participate in such meetings; however, additional representatives may attend at the request of either side provided that no more than seven (7) persons shall represent either side, unless mutually agreed otherwise.

Meetings shall be conducted during regular business hours of the ~~Distriet~~District. Minutes may be taken and an agenda prepared in advance of each meeting. If minutes are taken, they will be shared with the other party.

These meetings shall not be construed as negotiating sessions and shall not add to, detract from or otherwise modify the collective bargaining agreement.

**ARTICLE VII**

**HOURS OF WORK AND OVERTIME**

**Section 7.1. Workweek.**

The typical workweek shall consist of five (5) consecutive days, Monday through Friday, followed by two (2) consecutive days of rest, Saturday and Sunday. ~~However, employees may be assigned to a workweek consisting of any five (5) consecutive days.~~

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~~Any time an employee is required to work on the sixth or seventh day and beyond their forty (40) hours of work completion, she/he will be paid one and one half (1 1/2) times his/her regular rate of pay. Any employee working over forty (40) hours in the workweek shall be paid one and one half (1 1/2) times his/her regular rate of pay for all hours worked beyond forty (40) hours. Overtime must be approved in advance by the employee's immediate supervisor.~~

~~Employees hired subsequent to September 1, 1986 may be assigned to a workweek consisting of any five (5) consecutive days; provided, however, that such assignment shall be followed by two (2) consecutive days of rest.~~

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**Section 7.1.1. Work Shift.**

Each employee shall be assigned to a definite and regular shift and workweek, which shall not be changed without prior notice to the employee of two (2) calendar weeks, except in emergencies.

**Section 7.1.1.1. Temporary Work Shift.**

A work shift may be altered on a temporary basis, but no longer than twenty (20) workdays, due to the critical needs of the ~~distriet~~District. Work shifts may be altered for the following events: parent/teacher conferences, open house days, training and summer schedules. The adjustments shall be made without loss of wages, hours or benefits of the employee. Such an assignment to cover an emergency will not exceed the duration of the emergency. The first right of refusal shall be provided to the most senior employee in the building for general duty, overtime/extra time that becomes available.

1 If all the employees refuse the work, the least senior, qualified employee in the building  
2 may be assigned. If the workday is shortened on a non-emergency basis, the impact will  
3 be bargained.

4  
5 **Section 7.1.2. Overtime.**

6 All hours worked in excess of forty (40) in a workweek, shall be compensated at the rate of one  
7 and one-half (1½) times the employee's regular pay. All overtime work or work beyond the  
8 employee's shift must have prior written approval of the supervisor.

9  
10 **Section 7.1.2.1. Assigned Custodial Overtime.**

11 Assigned custodial overtime shall be distributed according to seniority within the  
12 classification in the building first. In the assignment of overtime, the ~~District~~District agrees  
13 to provide the employee(s) with as much advance notice as practicable in the  
14 circumstances. Normally, employees designated to work overtime on days outside their  
15 regular workweek will be advised of the possibility no later than twenty-four (24) hours  
16 prior to the end of the last shift before the overtime commences.

17  
18 **Section 7.1.3. Lunch and Rest Breaks.**

19 Employee break and lunch periods will be provided as follows:

20  
21

From 2 to 4 hours	Fifteen (15) minute break
From 4 to 6 hours	Fifteen (15) minute break and 23 Thirty (30) minute paid lunch
From 6 to 8 hours	Fifteen (15) minute break in each half shift and 25 Thirty (30) minute paid lunch

26

27 The immediate supervisor will schedule breaks and lunch periods.

28  
29 **Section 7.1.4. Call-out.**

30 Employees called for special service shall receive no less than two (2) hours pay per call at the  
31 rate of one and one-half (1½) times the employee's base hourly rate. If more than four (4) hours  
32 are worked, the employee shall receive a minimum of eight (8) hours pay with an appropriate  
33 lunch period. Employees shall be paid twenty-five dollars (\$25.00) for each Security System  
34 call out or for a call to secure the building on a weekend or other non-school day for a group  
35 using the facility.

36  
37 If called out for a Security System reset only, the employee shall receive a flat rate of twenty-  
38 five dollars (\$25.00). If additional duties are required, the employee will be paid as per  
39 paragraph one (1) of this section, in addition to the twenty-five dollars (\$25.00) Security  
40 System call out.

41  
42 Emergency make-up days are exempt from this provision.

43  
44  
45 **Section 7.1.5. Alternative Work Schedule.**

46 During the summer months, winter break and spring break, ~~Custodial~~Twelve (12) month  
47 personnel may be assigned to a four (4) day workweek and ten (10) hour workday. Shift shall  
48

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1 include a thirty-five (35) minute uninterrupted lunch period and a fifteen (15) minute first half  
2 and fifteen (15) minute second half rest period.

3  
4 ~~A Shift shall include a thirty five (35) minute uninterrupted lunch period and a fifteen (15) minute first~~  
5 ~~half and fifteen (15) minute second half rest period.~~

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6  
7 **Section 7.1.5.1. Maintenance Alternative Work Schedule**

8 The maintenance technician and maintenance employees may be assigned four (4) ten-  
9 hour shifts or five (5) eight-hour shifts. The supervisor may rescind the four (4) ten-  
10 hour shift option and/or adjust shifts based on the ~~district~~District needs. Except in  
11 emergency situations (snow removal or building in-operations) the supervisor shall  
12 provide at least one (1) weeks' notice in writing prior to changing work schedules or  
13 times regularly scheduled. ~~The four (4) ten hour shift shall follow the provisions in~~  
14 ~~Section 7.1.7.~~

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15  
16 **Section 7.1.6. Custodial Work Schedule Provisions**

17 When a day-shift is available, night custodians will be offered the day-shift by seniority subject  
18 to the following: 1) in the building; then 2) ~~District~~District wide by classification; then 3)  
19 substitute.

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20  
21 **Section 7.1.7. Food Service Employee Additional Workdays**

22 Food service employees will work two additional days per year, at their regular rate of pay, one  
23 (1) to prepare for the school year before school starts in the fall and one (1) for clean-up after  
24 school is out in the summer. The ~~District~~District will assign the days to be worked and all food  
25 services staff will work the same assigned days. These additional days will be included in  
26 benefit time.

27  
28 **Section 7.2. School Closure Due to Emergency.**

29 In the event of an unusual school closure due to inclement weather, plant in-operation, or the like, the  
30 ~~District~~District will make every effort to notify each employee of such closure through the school  
31 messaging system. It is the employee's responsibility to retrieve phone messages, listen to news  
32 reports, visit District website, and make every effort to get information on school closures. Employees  
33 who make every effort but are unable to get information and report to work shall receive a minimum of  
34 two (2) hours pay at his/her regular rate and shall be expected to work ~~on~~ the late start ~~their regular~~ schedule to avoid a deduction in pay. If  
35 meetings or events are scheduled before school on a day when a late start is called, the meetings and  
36 events will be cancelled and the employee will not be required to attend. If unable to get to work on  
37 time, appropriate sick/emergency leave will be used. ~~Employees will follow school closure procedures~~  
38 ~~as announced each year by the Superintendent.~~ Employees in Maintenance and Nutrition Services will  
39 be expected to communicate with their immediate supervisor regarding their start times in late start  
40 situations. In the event that Maintenance or Nutrition Services employees are required to report to  
41 work at their regular start time or earlier on a day in which a late start has been called, those employees  
42 affected shall receive an additional two (2) hours "hazard" pay at the affected employee's regular  
43 hourly rate. All employees subject to this Agreement shall record their regular hour on their timesheet  
44 for late start days, even though they may be reporting to work later than their regular schedule.

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1 **Section 7.3. Exceptional Pay.**

2 Employees who are requested to work any position in the ~~District~~District that is normally paid at a  
3 higher rate shall be paid at the higher rate for all hours worked in the assignment based on years of  
4 service with the District on Schedule A. If the employee is requested to work in a position that receives  
5 lesser compensation, she/he shall not suffer a loss in wages or benefits for filling said position.

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7  
8 **Section 7.3.1. Substitute Teachers Pay.**

9 All those meeting requirements to be substitute teachers shall earn ~~the substitute wage as set~~  
10 ~~out by the NAT negotiated rate~~\$7 more per hour than their regular hourly rate if they are asked  
11 to substitute in a classroom during their workday.

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12  
13  
14 **Section 7.3.2. Food Service Bumping Rights**

15 Bumping up will be allowed within a specific kitchen for a maximum of five (5) consecutive  
16 days after which the position will be filled by seniority ~~district~~District-wide.

17  
18  
19 **Section 7.4. Compensatory Time.**

20 If the supervisor approves the accrual of compensatory time, an employee may at his/her option,  
21 choose to accrue compensatory time in lieu of overtime compensation. Compensatory time thus  
22 accrued, shall be recorded and used at the employees discretion within ~~thirty (30) days~~sixty (60)  
23 working days of ~~accruing~~accrual (on the Additional Hours for Pay/Comp Time – Approval/Request  
24 Form). Use of compensatory time during the same pay period in which it was accrued may be  
25 impractical. The ~~District~~District may not require the accrual of compensatory time in lieu of monetary  
26 compensation. The use of compensatory time shall only be subject to the employee’s request if such a  
27 request does not cause undue burden on the ~~District~~District. Undue burden shall not include having to  
28 hire a substitute to fill the employee’s vacancy and must be more than a simple inconvenience to the  
29 District.

30  
31 **Section 7.5. Job Sharing.**

32 An employee may request that his/her position be converted to job share status. If the ~~district~~District  
33 agrees, the other one-half of the position will be offered to the current employees covered by this  
34 agreement within the appropriate classification. All benefits will be prorated.

35  
36 If one-half of the position becomes vacant, the other half-time employee in the position will be offered  
37 the other half of the job. This would enable the employee to gain hours in the same position. Any  
38 subsequent recruitment will be done according to the current contract provisions.

39  
40 **Section 7.6. Summer School Employment.**

41 Current paraeducators and food service employees shall have first right of refusal for summer school  
42 work. The position shall be filled on a seniority basis provided the employee meets the job  
43 qualifications. Those members assigned to a one-on-one position shall have the first right of refusal,  
44 regardless of seniority, to work in any extended program with their student, including summer school  
45 if their assigned student is scheduled to attend.

1 **Section 7.7. Classified Staff Responsibilities**

2 ~~Paraeducators~~ Classified Staff will not be required to be responsible for a classroom of students.  
3 Classified staff shall not be held responsible for making lesson plans for teachers and/or classrooms.  
4 Classified staff shall not conduct evaluations of other classified staff. Paraeducators working with  
5 students who have a designated IEP plan shall have access to the student’s IEP information upon  
6 request.

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7  
8 **Section 7.8. Paraeducator Orientation**

9 All Paraeducators will receive a minimum of one (1) day of paid orientation prior to the beginning of  
10 school in the fall of each year.

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11  
12 **Section 7.9. Paraeducator/Food Service Employee Work Year**

13 Paraeducators and Food Service employees will work a minimum of 175 days per calendar school year  
14 (not to include holidays), unless their specific position requires less.

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15  
16 **Section 7.9.1 Paraeducator Professional Development**

17 Paraeducators shall receive an additional one (1) workday beyond the minimum one hundred  
18 seventy-five (175) workdays that shall be dedicated to Paraeducator Professional Development.  
19 Professional Development programs for these days shall be offered at no cost to the employee.

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31 **ARTICLE VIII**

32 **HOLIDAYS AND VACATIONS**

33  
34  
35 **Section 8.1. Holidays.**

36  
37 **Section 8.1.1. Full-Time Employee Holidays**

38 Employees working one-thousand four-hundred and forty (1,440) or more hours per year shall  
39 receive the following paid holidays that fall within his/her work year.

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- |    |   |                                   |
|----|---|-----------------------------------|
| 40 | 1. New Year’s Day                       | 7. Labor Day                      |
| 41 | 2. Martin Luther King Day               | 8. Veterans’ Day                  |
| 42 | 3. Presidents’ Day                      | 9. Thanksgiving Day               |
| 43 | 4. Memorial Day                         | 10. Day after Thanksgiving Day    |
| 44 | 5. Independence Day                     | 11. Day before or after Christmas |
| 45 | 6. Day before or after Independence Day | 12. Christmas Day                 |
| 46 |   |                                   |
| 47 |   |                                   |



Specific dates for the above holidays shall be determined by the ~~District~~District. If one of the above holidays falls on a weekend, the employee shall be given one (1) day's pay at his/her base rate.

**Section 8.1.2. Less Than Full-Time Employee Holidays**

Employees working less than one-thousand four-hundred and forty (1,440) hours shall receive the following paid holidays:

- |                                      |                                |
|--------------------------------------|--------------------------------|
| <del>1. New Year's Day</del>         | <del>4. Memorial Day</del>     |
| <del>2. Martin Luther King Day</del> | <del>5. Thanksgiving Day</del> |
| <del>3. President's Day</del>        | <del>6. Christmas Day</del>    |
| <u>1. New Year's Day</u>             | <u>4. Memorial Day</u>         |
| <u>2. Martin Luther King Day</u>     | <u>5. Veterans Day</u>         |
| <u>3. President's Day</u>            | <u>6. Thanksgiving Day</u>     |
| <u>7. Christmas Day</u>              |                                |

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Specific dates for the above holidays will be set by the ~~District~~District. If a holiday falls on a weekend, the employee will be given one (1) day's pay at his/her base rate.

**Section 8.2. Vacations.**

~~This section shall not apply to substitute employees as defined in Section 1.3.~~

**Section 8.2.1.**

Each twelve (12) month employee shall earn the following paid vacation for each contract year:

- |                                |                    |
|--------------------------------|--------------------|
| <del>1 through 4 years</del>   | <del>10 Days</del> |
| <del>5 through 9 years</del>   | <del>15 Days</del> |
| <del>10 through 15 years</del> | <del>20 Days</del> |
| <del>After 15 years</del>      | <del>25 Days</del> |
| <del>1 through 3 years</del>   | <del>10 Days</del> |
| <del>4 through 10 years</del>  | <del>15 Days</del> |
| <del>After 10 years</del>      | <del>20 Days</del> |

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~~Vacation time will not be carried over from one contract year to the next contract year or taken ten (10) days prior to the beginning of the school year without special permission from the Superintendent.~~

~~Vacation is time that is pro-rated according to hire date and termination date. Upon termination, any employee that has used more vacation time than earned will have an unearned vacation time deduction on their final paycheck.~~

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All vacations must have prior approval of the ~~Superintendent or his/her designee~~employee's supervisor. Employees who are denied vacation due to the critical needs of the ~~district~~District shall be allowed to re-schedule or carry-over the vacation time at the option of the employee. If an employee cannot use all their vacation earned for unforeseen circumstances, the employee may be allowed to buy back up to three (3) days at the employee's hourly rate with supervisor approval. ~~V~~vacations shall have the following limitation of use:

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1. Vacation cannot be used during the two (2) weeks prior to the start of school without the supervisor's approval.
2. Employees must provide at least two (2) weeks prior notification to their supervisor of the intent to use vacation.

~~Effective for personnel hired after October 1, 1995, twelve (12) month employees will receive the following benefit:~~

<del>1 through 11 months</del>	<del>Accrue .5 days per month</del>
<del>1 through 3 years</del>	<del>10 Days</del>
<del>4 through 10 years</del>	<del>15 Days</del>
<del>After 10 years</del>	<del>20 Days</del>

**Section 8.2.21. Receipt of Accrued Vacation at Separation of Employment**

Upon resignation, retirement or separation from the School ~~District~~District employment an eligible employee or the employee's estate, shall receive any accrued vacation earned at the employee's current rate of pay with their final paycheck.

**Section 8.2.32. Non-Vacation Eligible Employees**

Employees not eligible for vacation time may receive up to five (5) workdays off per year without pay provided that prior approval is granted by the Superintendent and qualified substitutes are available.

**ARTICLE IX**

**LEAVES**

**Section 9.1. Illness, Injury and Emergency Leave (hereinafter known as Sick Leave).**

Each employee shall accumulate one (1) day of leave for each calendar month worked; each employee is scheduled in a shift for each calendar month worked; provided, however, that no employee shall earn less than ten (10) days of sick leave per full contract year. Sick leave shall be vested when earned. Sick leave may be used by employee for illness, or injury of the employee, spouse or domestic partner (as defined by Washington law), children, grandchildren, or parents, and for emergency purposes.

Sick leave may be used in hourly increments.

Three (3) days of emergency leave may be used per year and shall be deducted from sick leave. A "day" shall equal the number of hours in the employee's regular scheduled shift.

**Section 9.1.1. Sick Leave Attendance Incentive Program.**

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the

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1 previous year at a rate equal to one (1) day's monetary compensation of the employee for each  
2 four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness  
3 or injury for which compensation has been received shall be deducted from accrued leave for  
4 illness or injury at the rate of four (4) days for every one (1) day's monetary compensation.

5  
6 Pursuant to the provisions of RCW 28A.400.210, at the time of separation from school  
7 ~~District~~District employment, an eligible employee or the employee's estate shall receive  
8 remuneration at the rate equal to one (1) day's current monetary compensation for each four (4)  
9 full days accrued leave for illness or injury.

10  
11 **Section 9.1.2. Sick Leave Credit from another ~~District~~District.**

12 Employees, who have accrued sick leave while employed by another public school  
13 ~~District~~District in the State of Washington, shall be given credit.

14  
15 **Section 9.2. Sick Leave Sharing.**

16 An employee may choose to donate portions of his/her accumulated sick leave, to come to the aid of  
17 another named employee who has depleted his/her annual leave and sick leave reserve and is suffering  
18 from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has  
19 caused or is likely to cause the employee to take an extended leave without pay or to terminate his/her  
20 employment. A contributing employee must have a sick leave balance of more than one hundred  
21 seventy six (176) hours to donate. An employee may transfer a specific amount of sick leave to an  
22 employee requesting shared leave only when the donating employee retains a minimum of one hundred  
23 seventy six (176) hours of sick leave after the transferred leave shall be calculated on an hours-donated  
24 and an hours-received basis. Any leave transferred which remains unused shall be returned at its  
25 original value to the employee or employees who transferred the leave when it is found that the leave is  
26 no longer needed or will not be at a future time in connection with the illness or injury for which the  
27 leave was transferred. The value of the unused leave which was transferred by more than one employee  
28 shall be returned on a pro rata basis. The Superintendent and/or Association representative shall  
29 require a healthcare provider statement confirming the extent and/or severity of the illness, injury or  
30 impairment.

31  
32 **Section 9.3. State Industrial Insurance.**

33 Any employee who is eligible for State Industrial Compensation for time off due to an on the job  
34 illness or injury, shall be paid in accordance with Appendix A.

35  
36 **Section 9.4. Bereavement Leave.**

37 Each employee shall be entitled to a maximum of five (5) days of leave with pay per occurrence for an  
38 absence caused by the death of an employee's child, spouse, sibling, parent, grandparent, grandchild,  
39 aunt or uncle, niece or nephew, the like relationships to the employee's spouse and any person living in  
40 the employee's household. Step relationships will also be included. Leave including close friends and  
41 associates shall be one (1) day. Such leave, when granted, will be used for necessary travel, funeral  
42 arrangements and/or attendance at the service. Bereavement leave is not deducted from any other  
43 leave, nor is it cumulative. Exceptions to this provision may be granted by the Superintendent with the  
44 leave being deducted from sick leave.

45  
46 **Section 9.5. Discretionary Leave.**

1 A. Less Than One Day. If there will be no extra expense to the ~~District~~District, and the  
2 employee's assignment can be covered without interruption to the ~~District~~District operation,  
3 employees may be given time off during the day to take care of pressing personal matters.  
4 Requests shall be made to the employee's immediate supervisor who may approve the request  
5 or deny the same if in the supervisor's judgment the criteria found in this section cannot be met.

6  
7 B. More Than One Day. The request shall be made to the immediate supervisor that will be  
8 forwarded to the Superintendent. The Superintendent may grant a request for non-emergency  
9 circumstances if, in the Superintendent's judgment, such absence is in the best interest of the  
10 ~~District~~District and the employee. The Superintendent shall have three (3) options in unusual  
11 and abnormal situations:

- 12 1. Grant the leave with pay;
- 13 2. Grant the leave with deduction of substitute costs;
- 14 3. Grant the leave without pay.

15  
16  
17 Note: This provision is not subject to the grievance procedure.

18  
19 If the Association believes no discretionary leaves are being granted, or the way they are being  
20 granted is discriminatory, a complaint may be filed with the Superintendent. The decision of  
21 the Superintendent may be appealed to the Board of Directors. The decision of the Board of  
22 Directors is final and subject to no further appeal of any kind.

### 23 Section 9.6. Judicial Leave.

24 In the event an employee is summoned to serve as a juror, or appear as a witness in court or any other  
25 contested proceeding, or is named as a codefendant with the ~~District~~District, such employee shall  
26 receive a normal day's pay for each day of required presence; provided, however, that any  
27 compensation received for such service shall be paid to the ~~District~~District. Such repayment shall be  
28 made after the employee's mileage expenses have been deducted. In the event that an employee is a  
29 party in a court action, such employee may request a leave of absence.

30  
31  
32 When the employee is released from jury duty, the employee shall be required to promptly report to  
33 his/her assigned work station.

### 34 Section 9.7. Leave of Absence.

35 An employee may request a leave of absence or leave without pay for personal or professional reasons  
36 by written request to the employee's immediate supervisor.

37  
38  
39 Upon recommendation of the immediate supervisor, through administrative channels to the  
40 superintendent, and upon approval of the Board of Directors, an employee may be granted an extended  
41 leave of absence without pay, for up to ~~two (2) years~~ one (1) year. The returning employee will be  
42 assigned to the position occupied before the leave of absence, ~~or~~ If the position is no longer available,  
43 ~~due to budget, student or staffing needs the returning employee will be assigned to a like a position in~~  
44 ~~which they are qualified for~~ with equal number of hours, ~~current wages and benefits~~ and shall suffer no  
45 ~~loss of wages or benefits.~~ Employees hired to fill positions of employees on leave of absence will be  
46 hired for a specific period of time, during which they shall be subject to all provisions of this  
47 Agreement. It shall be the responsibility of the ~~District~~District to inform replacement employees of  
48 these provisions.

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1  
2 An employee on leave of absence must confirm his/her intent to return to the District for the next  
3 succeeding year. The District will send the employee a certified letter 45 calendar days before the date  
4 of approved leave expires, reminding the employee of his/her rights and responsibilities to this section  
5 of the CBA and request them to inform the District in writing 45 days prior to the date he/she intends  
6 to return to work. The employee will have fourteen (14) days of receipt of the letter to inform the  
7 District the date he/she intends to return to work. If the employee fails to notify the District of his/her  
8 intent to return to work, the District will consider the position vacated by the employee. The employee  
9 may purchase insurance benefits for eighteen (18) months by paying the amount that the  
10 ~~District~~District would normally pay as if the employee were working. The employee is responsible for  
11 making payment to the COBRA third party administrator.

12  
13 The employee on leave shall retain accrued sick leave and seniority right, but shall not accrue  
14 additional sick leave or seniority.

15  
16 **Section 9.8. Personal Annual Leave.**

17 Each employee shall be entitled to three (3) paid days of ~~personal-annual~~ leave per year. If the leave is  
18 not used, it may be carried over to the next year. However, in no case will any employee have more  
19 than five (5) days of ~~personal-annual~~ leave accumulated in any given year.

20  
21 **Section 9.8.1. Additional Annual Leave Bonuses for Longevity.**

22 At the beginning of the seventh (7<sup>th</sup>) year of employment, the employee will be provided four  
23 (4) days of ~~personal-annual~~ leave. At the beginning of the twentieth (20<sup>th</sup>) year of employment,  
24 the employee will be provided five (5) days of ~~personal-annual~~ leave.

25  
26 **Section 9.8.2. Annual Leave Day Cash-Out**

27 At the employee's written request, unused ~~personal-annual~~ leave days as of the end of July may  
28 be compensated on the August paycheck at a ratio of one (1) day's pay (or part thereof) for  
29 each two (2) unused days (or part thereof).

30  
31 **Section 9.9. Family Leave/Medical Leave.**

32 The ~~District~~District will provide leave in accordance with Federal and State law. Eligible employees  
33 may take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and  
34 medical reasons. The employee may also be eligible to take leave intermittently – which means taking  
35 leave in blocks of time, or by reducing their normal weekly or daily work schedule. To be eligible, the  
36 employee must have been employed for at least twelve (12) months and worked for at least eleven  
37 hundred (1100) hours during the previous twelve (12) months. The ~~District~~District is required to  
38 maintain insurance coverage for an employee on Family and Medical leave whenever such insurance  
39 was provided before the leave was taken, and on the same terms as if the employee had continued to  
40 work. Leave can be taken for the birth or placement of a child for adoption or foster care; to care for an  
41 immediate family member (spouse or domestic partner as defined by Washington law), child, or  
42 parent) with a serious health condition; or to take medical leave when the employee is unable to work  
43 because of a serious health condition. The employee must provide the ~~District~~District with thirty (30)  
44 days written notice for foreseeable leaves for birth, adoption, and planned medical treatment. Family  
45 and Medical leave may be taken as sick leave for up to thirty (30) work days worth of hours, unless  
46 and until such time as the employee's sick leave is exhausted. In the case where Family and Medical  
47 leave will exhaust the employee's sick leave, or upon written request of the employee, a leave of  
48 absence may be granted without pay. Upon return from Family and Medical leave, the employee will

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1 be placed into the position occupied before the leave was taken, or if the position is no longer  
2 available, a position with equal number of hours, current wages and benefits.

3  
4 **Section 9.10. Maternity Leave.**

5 | The ~~District~~District will provide leave in accordance with Federal and State law. The ~~District~~District  
6 shall provide the employee an unpaid leave of absence for the period of time that she is sick or  
7 temporarily disabled because of pregnancy or childbirth. Illness or disabilities caused or contributed to  
8 by pregnancy, miscarriage, abortion, childbirth, and recovery there from are temporary disabilities and  
9 must be treated as such. The ~~District~~District may require verification by the employee's physician or a  
10 physician of the ~~District~~District's choosing. The ~~District~~District is required to maintain insurance  
11 coverage for an employee on Maternity leave whenever such insurance was provided before the leave  
12 was taken, and on the same terms as if the employee had continued to work. Maternity leave may be  
13 taken as sick leave for up to thirty (30) workdays to be granted in whole day increments only, unless  
14 and until such time as the employee's sick leave is exhausted. In the case where Maternity leave will  
15 exhaust the employee's sick leave, or upon written request of the employee, a leave of absence may be  
16 granted without pay. Upon return from Maternity leave, the employee will be placed into the position  
17 occupied before the leave was taken, or if the position is no longer available, a position with equal  
18 number of hours, current wages and benefits.

19  
20 **Section 9.11. Leave Without Pay.**

21 An employee may request a leave without pay for personal or professional reasons by written request  
22 to the employee's immediate supervisor. In order to request a leave without pay all other leave must be  
23 exhausted excluding sick leave. The employee's immediate supervisor may grant leave without pay for  
24 one (1) day. For requests of more than one (1) day, the immediate supervisor will forward the request  
25 to the Superintendent for approval.

26  
27 **Section 9.12. Domestic Violence Leave.**

28 | The ~~District~~District will provide leave in accordance with RCW 49.76 passed in 2008 which allows  
29 victims of domestic violence, sexual assault, or stalking to take reasonable leave from work to take  
30 care of legal needs and obtain health care. Such leave will be with or without pay at the employee's  
31 discretion. Employees may also take reasonable leave to help a family member obtain needed  
32 treatment or services. For this section, family members include a child, spouse, parent, parent-in-law,  
33 grandparent or a person whom the employee is dating.

34  
35 **Section 9.13. Faith or Conscience Leave.**

36 Each employee covered by this Agreement is entitled to two (2) unpaid days per year for a reason of  
37 faith or conscience or an organized activity conducted under the auspices of a religious denomination,  
38 church, or religious organization unless such leave will pose an undue hardship as set forth in the  
39 WAC that will be promulgated by OFM.

40  
41 **Section 9.14. FMLA Compliance**

42 The provisions of this Article shall, at a minimum, be in compliance with the Family Medical Leave  
43 Act of 1993.

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44  
45  
46  
47  
48  
**ARTICLE X**

1 SENIORITY

2  
3 **Section 10.1. Establishment of Seniority**

4 The seniority of an employee within the bargaining unit shall begin as of the date the employee began  
5 continuous daily employment (hereinafter "hire date"), ~~regardless of board approval date~~, unless such  
6 seniority shall be lost as hereinafter provided.

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7  
8  
9  
10 **Section 10.1.1. Seniority Tie-Breaker (Drawing Lots)**

11 In the event of two or more employees being hired on the same date the seniority order shall be  
12 established by drawing lots. ~~A representative of the Association shall be present and shall~~  
13 ~~conduct the drawing.~~ The ~~District~~District shall be responsible for recording and maintaining a  
14 record of the seniority determination.

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15  
16 **Section 10.2. Probationary Period**

17 Each newly hired employee shall remain in a probationary status for a period not to exceed the first  
18 ninety (90) workdays. During such probationary period, the ~~District~~District may discharge the  
19 employee without the employee accessing the grievance procedure. No one shall serve more than one  
20 (1) probationary period during their term of employment. ~~All newly hired employees are entitled to all~~  
21 ~~provisions of this contract; except the grievance procedure. Employees must successfully complete~~  
22 ~~their probationary period before they are able to access the grievance procedure.~~

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23  
24 ~~If an employee receives any formal, written discipline per the contract, that employee will be notified~~  
25 ~~in writing that their probation may be extended not to exceed an additional thirty (30) work days.~~

26  
27 **Section 10.3.**

28 ~~Upon completion of the probationary period, the employee will be subject to all rights and~~  
29 ~~duties contained in this Agreement retroactive to the hire date.~~

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30  
31 **Section 10.43. Loss of Seniority Rights**

32 The seniority rights of an employee shall be lost for the following reasons:

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- 33  
34 ~~A.~~ Resignation;  
35 ~~B.~~ Discharge for justifiable cause;  
36 ~~C.~~ Retirement.

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37  
38 **Section 10.54. Retention of Seniority Rights**

39 Seniority rights shall not be lost and shall accrue for the following reasons, without limitation:

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- 40  
41 ~~A.~~ Time lost by reason of industrial accident, industrial illness, or jury duty;  
42 ~~B.~~ Time on leave of absence granted for the purpose of serving in the Armed Forces of the  
43 United States;  
44 ~~C.~~ Time spent on authorized leaves, ~~leave of absence~~; or  
45 ~~D.~~ Time spent in layoff status as hereinafter provided.

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46  
47 ~~Seniority rights shall not be accrued for:~~

- 48 ~~• Time spent on leave of absence~~

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- Time spent in layoff status as hereinafter provided.

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**Section 10.65. Classification Seniority.**

Seniority rights shall be effective within the general job classifications. As used in this Agreement, general job classifications are those set forth in Article I, Section 1.2. When an employee transfers from one classification to another, he/she shall retain seniority in the previous classification for one (1) year after the date of transfer. The employee will begin accruing seniority in the new classification upon the date of transfer. An employee may accrue seniority in more than one Classification simultaneously.

**Section 10.76. Application of Seniority.**

The employee with the earliest hire date shall have absolute preferential rights regarding shift selection, vacation periods, special services (including overtime except see Section 7.1.2.1. for Assigned Custodial Overtime), assignment to new and open positions, promotions, layoff and recall within the employee's general job classification as defined in Section 10.6 provided the employee meets the minimum requirements as specified in the job description. ~~Promotions, transfers and assignment to new or open jobs or positions outside the employee's general job classification shall be determined by the District; provided that employees of the District shall be given first consideration in filling jobs for which they are reasonably qualified.~~

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**Section 10.6.1 Promotion/Transfer Outside of General Job Classification**

Promotions, transfers and assignment to new or open jobs or positions outside the employee's general job classification shall be determined by the District; provided that employees of the District shall be given first consideration in filling jobs for which they are reasonably qualified.

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**Section 10.7.1. Food Service Worker Seniority.**

~~Should an applicant for the position of Food Service Worker be unable to pass the Adult Basic Literacy Exam (A.B.L.E.) as administered as a part of the application process, the applicant may be hired for the vacant position. However, the employee will not be hired for other positions in the district without passing the aforementioned test.~~

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**Section 10.76.2. Bargaining Unit Bypass Justification**

When a new position is created, for which no member is minimally qualified and requires the applicant to possess a degree or specific certification not available within the bargaining unit and available only through a long-term course of study, the ~~District~~ District may hire someone from outside the bargaining unit who is already trained.

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**Section 10.76.2.1. District Responsibility for Training**

Should no minimally qualified person apply for the position, inside or outside of the bargaining unit and the ~~District~~ District still desires to fill the position, the ~~District~~ District may re-post the position with the disclaimer that training and/or education will be provided by the ~~District~~ District to bring the most senior applicant up to the level required by the minimum qualifications of the position.

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**Section 10.76.3. Position Re-Classification**

In the event that significant changes in responsibilities are anticipated to occur in a position(s) prior to any permanent change occurring, the supervisor or ~~District~~ District representative will

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1 meet with the employees and Association representative to discuss and solicit input regarding  
2 the needs that must be met; the nature of proposed changes and any training or support that will  
3 help the employees be successful.

4  
5 **Section 10.76.4. Trial Period for Transfers.**

6 Employees accepting assignment to another position shall have ten (10) workdays in which to  
7 demonstrate their qualifications for the new- ~~position~~ ~~position or to decide if she/he is satisfied~~  
8 ~~with the new job~~. During this period, the employee and his/her supervisor shall meet to  
9 evaluate the employee's performance/~~satisfaction~~. ~~Based upon the employee's performance in~~  
10 ~~the new position, the supervisor~~ Either party shall have the option of returning the employee to  
11 the former position during this trial period without prejudice. During the ten (10) day trial  
12 period, the employee may return to his/her former position if that position has not been filled  
13 by another employee.

14  
15 **Section 10.87. Job Posting.**

16 Employees shall be informed of all classified job openings. The ~~District~~ District shall publicize within  
17 the bargaining unit for five (5) workdays the availability of new or open jobs and positions as soon as  
18 possible after the ~~District~~ District is apprised of the opening. ~~Such positions shall be filled or the~~  
19 ~~position shall be eliminated within fifteen (15) workdays following the closure of the posting. The time~~  
20 ~~lines, as above, may be extended under unusual circumstances upon mutual consent of the parties.~~

21 Notification of openings shall be posted in the ~~District~~ District Office, in the ~~Principal's Office~~ Staff  
22 Room, and emailed to the employee's school email address, ~~and notified via Blackboard.~~ During the  
23 ~~summer months, employees may request postings be sent via the U.S. Postal Service. Employees must~~  
24 ~~file their request in writing and provide their address to the District~~ District Office and shall promptly  
25 ~~advise the District~~ District in writing of any change of address. Copies of all position openings shall be  
26 sent to the local Association President and to his/her designated representatives. Vacancies posted  
27 between May 20<sup>th</sup> and September 15<sup>th</sup> may be opened simultaneously to members and outside  
28 applicants for no less than five (5) calendar days with preference given to members first by seniority.

29  
30 **Section 10.87.1 Same-Hour and Same-Classification Postings**

31 If a position becomes vacant within sixty (60) calendar days of it being filled, the job shall be re-posted  
32 both in and out of District simultaneously, with preference given to current bargaining unit members.  
33 If a position becomes vacant beyond sixty (60) calendar days of it being filled, the job shall be posted  
34 in District for five (5) days. If the job is not filled within the five (5) days, the job shall be posted in  
35 and out of District simultaneously until the position is filled.

36  
37  
38 **Section 10.98. Employee Layoff**

39 In the event of a layoff, employees so affected are to be placed on a re-employment list maintained by  
40 the ~~District~~ District for two (2) calendar years. Lay off employees will be placed on the list according to  
41 seniority. If the employee is on layoff and new or open positions are posted, current employees will  
42 have priority. Employees on layoff status with the earliest seniority date will have priority in filling  
43 new and open positions, prior to the opening being posted outside the bargaining unit, provided the  
44 employee meets the minimum qualifications for the position or is eligible for training. The employee  
45 on layoff status shall retain accrued sick leave and seniority rights, but shall not accrue additional sick  
46 leave or seniority while on the re-employment list.  
47  
48

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1 | **Section 10.98.1. Notification of Address on Layoff**

2 | Employees on layoff status shall file their addresses in written form with the personnel office  
3 | and shall thereafter promptly advise the ~~District~~District in writing of any change of address.

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4 |  
5 | **Section 10.98.2. Employee on Layoff Compliance Clause**

6 | An employee shall forfeit rights to re-employment as provided in Section 10.9 if the employee  
7 | does not comply with the requirements found in Section 10.9.1, or if the employee does not  
8 | respond to the offer of re-employment within ten (10) workdays. If an employee is offered and  
9 | accepts a position that is not substantially equal in wages, hours and benefits, he/she shall be  
10 | removed from the re-employment list. Notices must be properly posted by the ~~District~~District  
11 | and mailed via the U.S. Postal Service to employees who are on layoff status. This will  
12 | constitute an offer by the ~~District~~District. The ~~District~~District's responsibility lies in  
13 | documenting that notices are properly posted and mailed.

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14 |  
15 | **Section 10.98.3. Rejection of Re-Employment Offer on Layoff**

16 | An employee on layoff status who rejects an offer of re-employment is removed from the re-  
17 | employment list and forfeits seniority and all other accrued benefits; provided that such an  
18 | employee is offered a position equal in hours, wages and benefits to that held prior to layoff.

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19 |  
20 | **Section 10.10.9. Posting Increases/Decreases.**

21 | Positions with an increase in daily hours of work of sixty (60) minutes or less (except Food Services &  
22 | Paraeducators), or a decrease of thirty (30) minutes or less for pay purposes, within a given school  
23 | year, shall not be considered open and shall not be posted.

24 |  
25 | Food Services positions with a change (increase or decrease) in hours of work of thirty (30) minutes or  
26 | less for pay purposes, in a given school year, will not be considered open and shall not have to be  
27 | posted.

28 |  
29 | Paraeducator positions with an increase in hours of work of more than thirty (30) minutes for pay  
30 | purposes, within a given school year, shall be considered open and shall be posted. When additional  
31 | hours of work of thirty (30) minutes or less is available and not subject to posting, the following  
32 | process shall be used:

- 33 |  
34 | 1. Offer the available hours of work to employees with the earliest seniority date in the building  
35 | without creating a conflict or disruption to the current schedules;  
36 | 2. If no employee in the building is available to take the additional hours, offer the additional  
37 | hours to employees with the earliest seniority date in the bargaining unit.

38 |  
39 |  
40 | **ARTICLE XI**

41 | **DISCIPLINE AND DISCHARGE**

42 |  
43 | **Section 11.1. Discipline and Discharge.**

44 |  
45 | The ~~District~~District shall have the right to discipline and discharge an employee for justifiable cause.  
46 | The issue of justifiable cause shall be resolved in accordance with the grievance procedure hereinafter  
47 |

1 | provided. If the ~~District~~District has reason to reprimand an employee, it shall be done in a confidential  
2 | manner, so as not to embarrass the employee.

4 | The ~~District~~District will notify the employee of any meeting that may become disciplinary in nature.  
5 | The employee will have the right to Association representation at any disciplinary meeting.

7 | **Section 11.2 Progressive Discipline Steps.**

8 | The following disciplinary steps should be followed:

- 10 | 1. Verbal warning (memo to employee and personnel file)
- 11 | 2. Written warning
- 12 | 3. Written reprimand
- 13 | 4. Suspension without pay, or
- 14 | 5. Discharge as the final and last resort

16 | Steps in this model may be skipped depending on the severity of the infraction.

20 | **Section 11.3. Employee Notification of Intent to Return**

21 | It is mutually agreed that the ~~District~~District shall notify the employee of intent to rehire for the next  
22 | school year prior to the employee's last workday of the current school year. The employee will  
23 | likewise inform the ~~District~~District within five (5) days receipt of notification to rehire, of their intent  
24 | to return.

26 | This section is intended to be applicable to those employees whose duties necessarily imply less than  
27 | twelve (12) months (excluding vacations) per work year.

30 | **Section 11.4. District Notice of Intention to Layoff**

31 | Except in extraordinary cases, and as otherwise provided in this Article, the ~~District~~District will give  
32 | employees a minimum of two (2) weeks' notice of intention to layoff.

34 | **Section 11.5. Right of Representation**

35 | Each employee shall have the right to bring matters of personal concern to the attention of appropriate  
36 | Association representatives and/or appropriate officials of the ~~District~~District.

38 | Employees have the right and responsibility to have Association representatives or other persons  
39 | present at discussions between themselves and supervisors or other ~~District~~District representatives.

41 | Employees have the right to delegate any right or duty contained in this Agreement, exclusive of  
42 | compensation for services rendered, to appropriate officials of the Association.

46 | **ARTICLE XII**

47 | **INSURANCE AND RETIREMENT**

1  
2 **Section 12.1. Employee Insurance Eligibility**

3 ~~The District shall contribute the maximum allocation provided by the state, per employee, per~~  
4 ~~month, on an FTE basis for a twelve (12) month pay schedule for all employees enrolled in the~~  
5 ~~mutually agreed upon medical, dental and vision insurance plans. Any funds in excess of the~~  
6 ~~employee's insurance costs shall be pooled and available on a prorated basis according to the~~  
7 ~~employee's FTE status effective on October 15 of each school year. Employees must work a minimum~~  
8 ~~of four (4) hours per day to be eligible to participate in the insurance pool.~~

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9  
10 ~~Each employee of this bargaining unit who works a minimum of four (4) hours per day or twenty (20)~~  
11 ~~hours per week shall be allotted the maximum allocation provided by the State, per month per full-time~~  
12 ~~equivalent (FTE) to cover medical, dental, vision, and life insurance. Employees receiving benefits~~  
13 ~~prior to the implementation of this Agreement shall not suffer a reduction as a result of this Agreement.~~

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14  
15 **Section 12.2. Employee Insurance Allocation Calculations**

16 ~~Insurance benefits shall be calculated on 1,440 hours for all bargaining unit employees with the~~  
17 ~~exception of paraeducators. Insurance benefits for paraeducators are herein contained in Section~~  
18 ~~12.2.1.~~

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19 **Section 12.2.1.**

20 ~~Paraeducator insurance allocations per FTE with a minimum of four (4) hours per day are~~  
21 ~~eligible to participate in the medical plan. Placement on the insurance tiers is determined by~~  
22 ~~the date the employee becomes eligible for medical benefits (four hours or more per day).~~  
23 ~~Employees with 3.75 hours or more qualify for dental and vision benefits. Following are the~~  
24 ~~insurance Tiers:~~

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25  
26  
27 ~~"Tier 1" employees hired before September 1, 1991, shall receive one (1) full FTE state~~  
28 ~~insurance allocation. When an employee in Tier 1 leaves District employment, the two~~  
29 ~~(2) senior employees(s) in Tier 3 shall receive the state insurance allocation provided in Tier~~  
30 ~~2 on September 1 of the next school year. The District shall notify the affected~~  
31 ~~employee of their new benefit status on or before September 1.~~

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32  
33 ~~"Tier 2" employees who became eligible for medical benefits on September 1, 1991 through~~  
34 ~~August 31, 1995 shall receive state allocated insurance benefits prorated based on his/her~~  
35 ~~hours to one thousand, four hundred and forty (1440) hours to equal one (1) FTE. When an~~  
36 ~~employee in Tier 2 leaves District employment, the two (2) senior employee(s) in Tier~~  
37 ~~3 shall receive the state insurance allocation provided in Tier 2 on September 1 of the next~~  
38 ~~school year. The District shall notify the affected employee of their new benefit status~~  
39 ~~on or before September 1.~~

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40  
41 ~~"Tier 3" employees who became eligible for medical benefits on August 1, 1997 or after shall~~  
42 ~~receive state allocated insurance benefits prorated based on his/her hours to two thousand,~~  
43 ~~eighty (2080) hours to equal (1) one FTE.~~

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44  
45 ~~When all Tier 3 employees have moved to Tier 2 the tier system and all language relating to it will be~~  
46 ~~eliminated and Section 12.2. amended to include all employees. If any employees remain who are at~~  
47 ~~the Tier 1 level, they will be grandfathered at that time.~~

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The allotment shall be based on an employee's compensated hours, prorated on the basis of one (1.0) full-time equivalent (FTE) equal to 1,440 annual scheduled compensated hours. An employee hired during the school year will receive insurance contributions equal to the employee's FTE. Excess contributions shall be pooled. (Required by RCW 28A.400.280):e.g.

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Calculation for Insurance Allocation by FTE:  
Total Hours Worked Per Year divided by 1,440 hours = % of Insurance Allocation

Example: Based upon a 6.5 hour employee paid 182 days per year.  
6.5 x 182 = 1,183 Total Hours divided by 1,440 = 82%. This employee would receive 82% of the monthly allotment.

**Section 12.3. Employee Insurance Pooling**

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The ~~District~~District shall provide pooling of benefits for those employees in the bargaining unit. "Pooling" shall be defined as the sharing of excess benefit dollars on an FTE basis, among the bargaining unit employees. "Excess benefit dollars" shall be defined as those benefit dollars which are not utilized by an employee in meeting the costs of the agreed upon medical, dental ~~and~~ vision, ~~and life~~ insurance programs outlined in Section 12.1 ~~and the required monthly State Health Care Authority subsidy.~~ Such pooling shall be done in accordance and compliance with ~~s~~State requirements (Required by RCW 28A.400.280): e.g., To determine the Health Care Authority rebate, Method A found on the K-12 Subsidy Worksheet shall be utilized.

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**Section 12.4. Employee Insurance Provisions Upon Termination of Employment**

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Insurance payments shall be made on a twelve (12) month basis; provided, however, that insurance coverage shall cease upon termination of employment with the ~~District~~District. ~~Employees who have out-of-pocket costs and wish to continue insurance coverage during the summer must turn in the employee's share of the insurance premium to the District~~District office by the first (1<sup>st</sup>) of each month unless an alternative arrangement has been made between the ~~District~~District and the employee. ~~Upon termination of employment from the District the employee has the ability to continue their insurance coverage through COBRA.~~

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**Section 12.4.1.**

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~~Employees who do not work sufficient hours as specified in Section 12.1 to receive benefit contributions from the ~~District~~District may purchase those benefits by paying the amount that the ~~District~~District would contribute if they worked the number of hours required to be eligible. The insurance premium must be turned in to the ~~District~~District office by the first (1<sup>st</sup>) of each month.~~

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**Section 12.5.**

~~The ~~District~~District shall pay dental and vision insurance for all employees that average five hundred and fifty (550) hours or more per school year. Employees receiving benefits prior to the implementation of this Agreement shall not suffer a reduction as a result of this Agreement.~~

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1 **Section 12.65. Tort Liability Coverage**

2 The ~~District~~District shall provide tort liability coverage for all employees subject to this Agreement.

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4 **Section 12.76. State Industrial Insurance Contributions**

5 The ~~District~~District shall make required contributions for State Industrial Insurance on behalf of all  
6 employees subject to this Agreement.

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8 **Section 12.87. PERS/SERS Provisions**

9 In determining whether an employee is eligible for participation in a Washington State Public  
10 Employees' retirement system, the ~~District~~District shall report all hours worked, whether straight time,  
11 overtime or otherwise.

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25 **ARTICLE XIII**

28 **VOCATIONAL TRAINING**

30 **Section 13.1. Staff Development.**

31 The Association and the ~~District~~District will cooperate in developing in-service programs needed by  
32 the members. The ~~District~~District will provide ~~three-five~~ thousand dollars (\$~~35~~,000.00) per year for  
33 professional development (workshops, seminars, etc.). The specific expenditure of these funds will be  
34 determined by a joint committee of four (4) members (two [2] from the Association and two [2] from  
35 the ~~District~~District). These funds will not be spent on union related meetings, seminars, conventions, or  
36 workshops unless specifically authorized by the ~~District~~District.

38 **Section 13.2.**

39 ~~The parties agree to the continuation of the Apprenticeship and Training Committee.~~

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41 ~~All employees enrolled in the Washington Joint Apprenticeship and Training Council shall be~~  
42 ~~subject to all terms of this Agreement. The local JATC shall be responsible for the operational~~  
43 ~~duties related to the program.~~

45 ~~In the event the District moves to eliminate the Apprenticeship Program, employees~~  
46 ~~enrolled on the date of elimination shall be allowed to fulfill the requirements for completion.~~

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1 **Section 13.3. Required Training.**

2 The parties agree to address the issue of training required by state, federal or local statute that may be  
3 required for the employees to retain their job with the ~~District~~District.

4  
5  
6  
7  
8 **ARTICLE XIV**

9  
10 **MEMBERSHIP**

11  
12 **Section 14.1. Association Membership and Checkoff**

13 Each employee subject to this Agreement shall, as a condition of employment, be a member of the  
14 Public School Employees of Newport bargaining unit and its affiliation, and pay a service charge  
15 equivalent to normal dues of the Association.

16  
17 The ~~District~~District, upon receipt of a signed authorization card, shall enforce this provision by  
18 deducting from the salary payment to members of the bargaining unit the dues required for  
19 membership in the bargaining unit, or for non-members thereof, a fee equivalent to such dues.

20  
21 This provision safeguards the right of non-association of employees based on bona fide religious tenets  
22 or teachings of a church or religious body of which such employee is a member. Such employee shall  
23 pay an amount of money equivalent to regular dues and fees to a non-religious charity or to another  
24 charitable organization mutually agreed upon by the employee affected and the bargaining  
25 representative to which such employee would otherwise pay the dues and fees. If the employee and the  
26 bargaining representative do not reach agreement on such matter, the Public Employment Relations  
27 Commission shall designate the charitable organization.

28  
29 The Association agrees to defend, indemnify and hold the ~~District~~District harmless against any and all  
30 claims, suits, orders, or judgments brought or issued against the ~~District~~District as a result of any  
31 action taken or not taken by the ~~District~~District pursuant to proper implementation of the provisions of  
32 this section.

33  
34  
35  
36  
37  
38 **Section 14.2. Membership Audit.**

39 The ~~District~~District shall deduct PSE dues or service charges from the pay of any employee who  
40 authorized such deductions in writing pursuant to RCW 41.6.110. The ~~District~~District shall transmit all  
41 such funds deducted to the Treasurer of the Public School Employees of Washington on a monthly  
42 basis and include the following information:

- 43  
44 A. Employee's name  
45 B. Current address  
46 C. Phone number  
47 D. Current classification/job title  
48 E. Amount of dues deducted

1 F. Social security number

2  
3 **Section 14.3. Political Action Committee.**

4 The ~~District~~District shall, upon receipt of a written authorization form that conforms to legal  
5 requirements, deduct from the pay of such bargaining unit employee the amount of contribution the  
6 employee voluntarily chooses for deduction for political purposes- ~~and shall transmit the same to the~~  
7 ~~Union on a check separate from the Union dues transmittal check.~~ Section 14.1 of the Collective  
8 Bargaining Agreement shall apply to these deductions. The employee may revoke the request in  
9 writing at any time. At least annually, the employee shall be notified about the right to revoke the  
10 request by Public Employees of Washington.

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11  
12  
13  
14 **ARTICLE XV**

15  
16 **GRIEVANCE PROCEDURE**

17  
18 **Section 15.1. Grievance Procedure**

19 Grievances or complaints arising between the ~~District~~District and its employees within the bargaining  
20 unit as defined in Article I herein, with respect to matters dealing with the interpretation or application  
21 of the Terms and Conditions of this Agreement shall be resolved in strict compliance with this Article.

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22  
23 **Section 15.1.2. Workday Defined**

24 For the purpose of this section "workdays" are defined as those days that the ~~District~~District  
25 Administration Office is open for business.

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26  
27 **Section 15.2. Grievance Steps.**

28  
29 **Step 1 – Informal.**

30 Employees shall first discuss the grievance with their immediate supervisor. If employees so wish, a  
31 local Association representative at such discussion may accompany them. All grievances not brought  
32 to the immediate supervisor in accordance with the preceding sentence within twenty (20) workdays  
33 of the occurrence of the grievance shall be invalid and subject to no further processing.

34  
35  
36 **Step 2 – Superintendent or Designee.**

37 If no settlement has been reached within five (5) workdays after receipt of the grievance by the  
38 immediate supervisor a written statement of the grievance shall be submitted within ten (10) workdays  
39 to the Superintendent. The written statement shall contain the following information:

- 40  
41 A. The facts on which the grievance is based;  
42 B. A reference to the provisions in this Agreement which have allegedly been violated; and  
43 C. Remedies sought.  
44

45 After receipt of the written statement, the Superintendent will have ten (10) workdays in which to  
46 resolve it by indicating on the statement of grievance his/her recommendations regarding the  
47 disposition. If the employee so wishes, an Association representative at this step and subsequent steps



1 may accompany him. If an agreeable disposition is made, all parties to the grievance shall sign it  
2 signifying that the grievance has been resolved and is subject to no further processing.

3  
4 **Step 3 – Arbitration.**

5 If no settlement has been reached within ten (10) workdays referred to in Step 2, and the local  
6 Association believes the grievance to be valid, it may, by written notice to the Superintendent within  
7 fifteen (15) workdays after receipt of the Superintendent’s decision, submit the grievance to binding  
8 arbitration. If any question arises to the arbitrability, the arbitrator selected to hear the dispute will first  
9 rule upon such question.

10  
11 Within twenty (20) workdays after such written notice of submission to arbitration, the Superintendent  
12 and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a  
13 commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to  
14 obtain such a commitment within the twenty (20) workday period, either party may make a request for  
15 a list of arbitrators to the American Arbitration Association subject to any modifications as provided  
16 herein. Neither party shall be permitted to assert in the arbitration proceedings any evidence that was  
17 not submitted to the other party before the completion of Step 2.

18  
19 The arbitrator’s decision will be in writing and will set forth his/her findings of fact, contract  
20 interpretations, reasoning and conclusions of law on the issues submitted. The arbitrator shall have no  
21 authority to extend, alter or modify the terms of this Agreement and shall limit his/her findings and  
22 decisions solely to the interpretation and application of this Agreement. He/she may not award damage  
23 or a relief not actually contemplated by the Agreement. The decision of the arbitrator will be final and  
24 binding upon the parties.

25  
26 The parties will share the costs for the services of the arbitrator, including per diem expenses, if any  
27 and his/her travel and subsistence expenses and the cost of any hearing room equally. All other costs  
28 will be borne by the party incurring them.

29  
30 **Section 15.3. Time Limits.**

31 Failure of either party to comply with the time limits set forth above will serve to declare the grievance  
32 based upon the last request made or the last answer provided, and no further action shall be taken. The  
33 time limits as specified may be extended by mutual agreement of the parties.

34  
35  
36 **ARTICLE XVI**

37  
38  
39 **SALARIES AND EMPLOYEE COMPENSATION**

40  
41 **Section 16.1. Employee Compensation**

42 Employees shall be compensated in accordance with the provisions of this Agreement for all hours  
43 worked. Each employee shall receive a full accounting and itemization of authorized deductions, hours  
44 worked, and rates paid with each paycheck.

45  
46 **Section 16.2. Schedule A**

47 Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in  
48 Schedule A attached hereto and by this reference incorporated herein.

1  
2 **Section 16.2.1. Longevity Credit**

3 Any employee who changes job positions or classifications shall receive full longevity credit  
4 regarding step placement on Schedule A.

5  
6 **Section 16.2.2. Administrative Secretary.**

7 ~~There shall be a minimum of one Administrative Secretary per school building within the~~  
8 ~~DistrictDistrict.~~

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10 **Section 16.2.3. Transfer of Previous Experience.**

11 When an employee leaves one school ~~DistrictDistrict~~ within the state and commences  
12 employment with another school ~~DistrictDistrict~~ within the state, the employee shall retain the  
13 same longevity, leave benefits and other benefits that the employee had in his or her previous  
14 position: PROVIDED, that employees who transfer between ~~DistrictDistricts~~ shall not retain  
15 any seniority rights other than longevity when leaving one school ~~DistrictDistrict~~ and beginning  
16 employment with another. If the school ~~DistrictDistrict~~ to which the person transfers has a  
17 different system for computing leave benefits, and other benefits, then the employee shall be  
18 granted the same seniority, leave benefits and other benefits as a person in that ~~DistrictDistrict~~  
19 who has similar occupational status and total years of service.

20  
21 **Section 16.3. Overnight Reimbursement.**

22 Employees required to remain overnight on ~~DistrictDistrict~~ business shall be reimbursed for room and  
23 board expenditures.

24  
25 **Section 16.4. Pay for Required Training.**

26 All employees subject to this bargaining agreement, who are required to attend classes, programs,  
27 meetings, etc., will be compensated for the time spent at these required functions at the employee's  
28 hourly rate. Mileage and meal expenses shall be reimbursed at the appropriate rates. If a  
29 ~~DistrictDistrict~~ vehicle is not available, the employee may use their own vehicle with prior approval.  
30 The employee shall be reimbursed mileage at the IRS rate.

31  
32 When the ~~DistrictDistrict~~ assigns additional duties to a specific employee, the employee will be  
33 provided any necessary, specific training as determined by the Supervisor within a reasonable time  
34 prior to the date of implementation.

35  
36  
37 **Section 16.5. Cost of Physical Exams.**

38 The ~~DistrictDistrict~~ agrees to continue the practice of reimbursing employees for the cost of physical  
39 examinations required as a condition of employment.  
40

41  
42 **Section 16.6. Paydays.**

43 All salary warrants will be paid on the last business day of the month, including December.  
44  
45  
46

47 **ARTICLE XVII**

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**TERM AND SEPARABILITY OF PROVISIONS**

**Section 17.1. Term of Agreement**

The term of this Agreement shall be from September 1, 201~~4~~<sup>7</sup> to August 31, ~~2017~~<sup>2020</sup>, ~~with salaries, benefits and one "wild card" for each party to be negotiated on an annual basis.~~ ~~Salaries and benefits shall be negotiated on an annual basis.~~ State increases including benefits or cost of living adjustments (COLA) shall be granted to all employees during this period as set out by the state legislation.

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**Section 17.2. Agreement Reopeners**

This Agreement may be reopened and modified at any time during its term upon written mutual consent of the parties, provided, however, that this Agreement shall be reopened as necessary to consider the impact of any legislation enacted following execution of this Agreement which may arguably affect the terms and conditions herein or create authority to alter personnel practices in public employment. In any case, the contract will be opened annually regarding wages, insurance, two language items and legislative impact.

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**Section 17.3. Validity of Agreement**

If any provision of this Agreement or the application of any such provision is held invalid, the remainder of this Agreement shall not be affected thereby.

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**Section 17.4. Compliance of Agreement**

Neither party shall be compelled to comply with any provisions of this Agreement which conflicts with State or Federal law or regulations promulgated pursuant thereto.

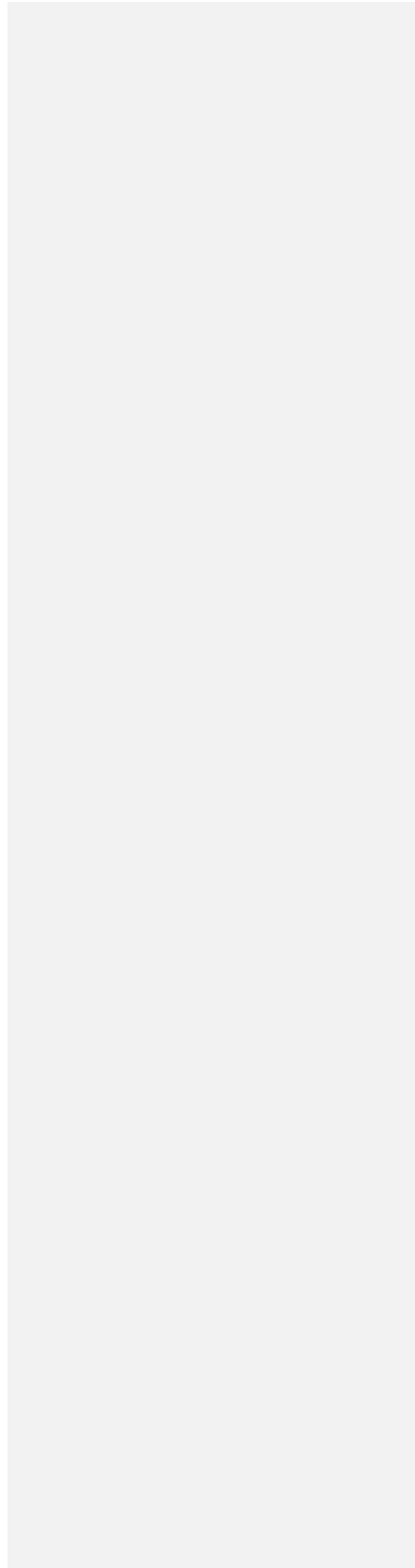
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~~**Section 17.5.**~~

~~In the event either of the two (2) previous sections is are determined to apply to any provision of this Agreement, such provisions shall be negotiated again pursuant to Section 17.2.~~

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**SCHEDULE A**  
**NEWPORT SCHOOL DISTRICT**  
 September 1, 2014—August 31, 2015

	<u>Beginning Sub Rate</u>	<u>After 30 Days Sub Rate</u>	<u>0 - 4 Years</u>	<u>5 - 9 Years</u>	<u>10 - 14 Years</u>	<u>15 + Years</u>
<b><u>Administrative Secretary</u></b>	??	\$12.15	\$15.19	\$15.64	\$16.11	\$16.60
<b><u>Secretary</u></b>	??	\$10.61	\$13.26	\$13.66	\$14.07	\$14.49
<b><u>Computer Technician</u></b>	??	\$15.68	\$19.60	\$19.60	\$19.60	\$19.60
<b><u>Custodial *</u></b>						
Day Custodian	??	\$12.65	\$15.81	\$15.81	\$15.81	\$15.81
Night Custodian	??	\$12.81	\$16.01	\$16.01	\$16.01	\$16.01
<b><u>Food Service</u></b>						
Head Cook			\$15.83	\$15.83	\$15.83	\$15.83
Assistant Cook	??	\$9.62	\$12.03	\$12.39	\$12.76	\$13.14
Food Service Worker	\$9.38 **	\$9.38 **	\$11.72	\$11.72	\$11.72	\$11.72
<b><u>Librarian</u></b>	??	\$10.39	\$12.98	\$13.37	\$13.78	\$14.19
<b><u>Maintenance</u></b>						
Maintenance Technical	??	\$14.89	\$18.62	\$18.62	\$18.62	\$18.62
Maintenance	??	\$14.20	\$17.75	\$17.75	\$17.75	\$17.75
Grounds	??	\$13.08	\$16.35	\$16.35	\$16.35	\$16.35
<b><u>Paraeducator</u></b>	??	\$9.81	\$12.26	\$12.63	\$13.00	\$13.39
<b><u>Registered Nurse</u></b>	??	\$19.61	\$24.51	\$24.51	\$24.51	\$24.51
<b><u>Summer Manual Labor/Grounds</u></b>	\$9.37 **	\$9.37 **	\$9.86 **			

- ~~1. Substitute employees who work thirty (30) cumulative days within each school year (September 1 to August 31) shall be paid eighty percent (80%) of the rate associated with the classification in which they substitute, beginning on the 31<sup>st</sup> day of employment, with the exception of Summer Manual Labor/Grounds substitute employees which will be paid ninety five percent (95%) of the hourly rate.~~
- ~~2. All salary warrants to be paid on the last business office day of the month, including December.~~
- ~~3. The amounts allocated by the state for insurance will be provided to the employees on an FTE basis, pooled.~~
- ~~4. The parties agree that the "percentage" increases as allocated by the legislature for salary during the term of the contract shall be applied to each of the salary steps on Schedule A.~~
- ~~5. \*All compensated hours shall be paid at the employee's shift rate of pay.~~
- ~~6. \*\*Or minimum wage, whichever is greater.~~

**SCHEDULE A**  
**NEWPORT SCHOOL DISTRICT**  
 September 1, 2015—August 31, 2016  
 (Providing Forest Funds of \$70,000 or more for 2015-2016 school year)

	<u>Beginning Sub Rate</u>	<u>After 30 Days Sub Rate</u>	<u>0 - 4 Years</u>	<u>5 - 9 Years</u>	<u>10 - 14 Years</u>	<u>15 + Years</u>
<b><u>Administrative Secretary</u></b>	??	\$12.15	\$15.19	\$15.64	\$16.11	\$16.60
<b><u>Secretary</u></b>	??	\$10.61	\$13.26	\$13.66	\$14.07	\$14.49
<b><u>Computer Technician</u></b>	??	\$15.68	\$19.60	\$19.60	\$19.60	\$19.60
<b><u>Custodial *</u></b>						
Day Custodian	??	\$12.65	\$15.81	\$16.28	\$16.77	\$17.28
Night Custodian	??	\$12.81	\$16.01	\$16.49	\$16.99	\$17.50
<b><u>Food Service</u></b>						
Head Cook			\$15.83	\$16.31	\$16.79	\$17.30
Assistant Cook	??	\$9.62	\$12.03	\$12.39	\$12.76	\$13.14
Food Service Worker	\$9.38 **	\$9.38 **	\$11.72	\$12.07	\$12.43	\$12.81
<b><u>Librarian</u></b>	??	\$10.39	\$12.98	\$13.37	\$13.78	\$14.19
<b><u>Maintenance</u></b>						
Maintenance Technical	??	\$14.89	\$18.62	\$19.17	\$19.75	\$20.34
Maintenance	??	\$14.20	\$17.75	\$18.28	\$18.83	\$19.39
Grounds	??	\$13.08	\$16.35	\$16.84	\$17.35	\$17.87
<b><u>Paraeducator</u></b>	??	\$9.81	\$12.26	\$12.63	\$13.00	\$13.39
<b><u>Registered Nurse</u></b>	??	\$19.61	\$24.51	\$24.51	\$24.51	\$24.51
<b><u>Summer Manual Labor/Grounds</u></b>	\$9.37 **	\$9.37 **	\$9.86 **			

- ~~1. Substitute employees who work thirty (30) cumulative days within each school year (September 1 to August 31) shall be paid eighty percent (80%) of the rate associated with the classification in which they substitute, beginning on the 31<sup>st</sup> day of employment, with the exception of Summer Manual Labor/Grounds substitute employees which will be paid ninety five percent (95%) of the hourly rate.~~
- ~~2. All salary warrants to be paid on the last business office day of the month, including December.~~
- ~~3. The amounts allocated by the state for insurance will be provided to the employees on an FTE basis, pooled.~~
- ~~4. The parties agree that the "percentage" increases as allocated by the legislature for salary during the term of the contract shall be applied to each of the salary steps on Schedule A.~~
- ~~5. \*All compensated hours shall be paid at the employee's shift rate of pay.~~
- ~~6. \*\*Or minimum wage, whichever is greater.~~

SCHEDULE A  
**NEWPORT SCHOOL DISTRICT**

September 1, ~~2016-2017~~ – August 31, ~~2017~~2018

~~(Providing Forest Funds of \$70,000 or more for 2016-2017 school year)~~

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	<u>Beginning</u>	<u>After 30 Days</u>	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20+</u>
	<u>Sub Rate</u>	<u>Sub Rate</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
<b>Administrative Secretary</b>	\$11.00**	\$13.13	\$16.41	\$16.90	\$17.41	\$17.93	\$18.47
<b>Secretary</b>	\$11.00**	\$11.94	\$14.93	\$15.38	\$15.84	\$16.31	\$16.80
<b>Computer Technician</b>	\$15.57	\$16.94	\$21.17	\$21.81	\$22.46	\$23.13	\$23.82
<b>Custodial</b>							
Day Custodian	\$11.90	\$13.83	\$17.29	\$17.81	\$18.33	\$18.90	\$19.48
<b>Food Service</b>							
Head Cook			\$17.09	\$17.60	\$18.13	\$18.67	\$19.23
Assistant Cook	\$11.00**	\$11.00**	\$12.99	\$13.38	\$13.78	\$14.19	\$14.62
Food Service Worker	\$11.00**	\$11.00**	\$12.66	\$13.03	\$13.42	\$13.82	\$14.24
<b>Librarian</b>	<u>Beginning</u>	<u>After 30 Days</u>	<u>0 - 4</u>	<u>5 - 9</u>	<u>10 - 14</u>	<u>15 - 19</u>	<u>20 +</u>
	<u>Sub Rate</u>	<u>Sub Rate</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
<del>Administrative Secretary</del>	??	\$12.15	\$15.19	\$15.64	\$16.11	\$16.60	\$17.10
Maintenance Technical	\$13.59	\$16.57	\$20.71	\$21.34	\$21.98	\$22.64	\$23.32
<del>Secretary</del>	\$12.58?	\$15.34	\$19.26	\$19.66	\$20.07	\$20.49	\$21.49
Grounds	\$11.58	\$14.13	\$17.66	\$18.19	\$18.74	\$19.30	\$19.88
<b>Computer Technician</b>	??	\$15.68	\$19.60	\$20.19	\$20.80	\$21.42	\$21.92
<b>Paraeducator</b>	\$11.00**	\$11.00**	\$13.24	\$13.64	\$14.05	\$14.47	\$14.90
<b>Custodial *</b>							
<del>Day School/Summer School</del>	\$11.00**	\$11.00**	\$12.59	\$12.97	\$13.37	\$13.76	\$14.17
Academic Coach	??	\$12.81	\$16.01	\$16.49	\$16.99	\$17.50	\$18.00
Night Custodian	??	\$12.81	\$16.01	\$16.49	\$16.99	\$17.50	\$18.00
<b>Registered Nurse</b>	\$22.91	\$22.91	\$28.64	\$29.50	\$30.38	\$31.31	\$32.25
<b>Food Service</b>							
Head Cook			\$15.83	\$16.31	\$16.79	\$17.30	\$17.80
<b>Summer Manual Labor/Grounds</b>	\$11.00**	\$11.00**	\$11.00**	\$11.00**	\$11.00**	\$11.00**	\$11.00**
Assistant Cook	??	\$9.62	\$12.03	\$12.39	\$12.76	\$13.14	\$13.64
Food Service Worker	\$9.38 **	\$9.38 **	\$11.72	\$12.07	\$12.43	\$12.81	\$13.31
<b>Librarian</b>	??	\$10.39	\$12.98	\$13.37	\$13.78	\$14.19	\$14.69
<b>Maintenance</b>							
Maintenance Technical	??	\$14.89	\$18.62	\$19.17	\$19.75	\$20.34	\$20.84
Maintenance	??	\$14.20	\$17.75	\$18.28	\$18.83	\$19.39	\$19.89
Grounds	??	\$13.08	\$16.35	\$16.84	\$17.35	\$17.87	\$18.37
<b>Paraeducator</b>	??	\$9.81	\$12.26	\$12.63	\$13.00	\$13.39	\$13.89
<b>Registered Nurse</b>	??	\$19.61	\$24.51	\$25.25	\$26.00	\$26.78	\$27.28
<b>Summer Manual Labor/Grounds</b>	\$9.37 **	\$9.37 **	\$9.86 **				



1. Substitute employees who work thirty (30) cumulative days within each school year (September 1 to August 31) shall be paid eighty percent (80%) of the rate associated with the classification in which they substitute, beginning on the 31<sup>st</sup> day of employment, with the exception of Summer Manual Labor/Grounds substitute employees which will be paid ninety-five percent (95%) of the hourly rate.
2. All salary warrants to be paid on the last business office day of the month, including December.
3. The amounts allocated by the state for insurance will be provided to the employees on an FTE basis, pooled.
4. The parties agree that the “percentage” increases as allocated by the legislature for salary during the term of the contract shall be applied to each of the salary steps on Schedule A.
5. ~~\*All compensated hours shall be paid at the employee’s shift rate of pay, or minimum wage, whichever is greater\*.~~
6. \*Summer Manual Labor/Grounds paid current minimum wage rate.
7. Additional Three Percent (3%) One-Time Increase if Forest Funds of \$50,000 or more become available anytime in the 2017-18 or 2018-19 School Years.
6. ~~Or minimum wage, whichever is greater.~~

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APPENDIX A  
Worker's Compensation Options

Name: \_\_\_\_\_

NEWPORT SCHOOL ~~DISTRICT~~DISTRICT

- I wish to use my ~~District~~District Sick Leave and use my Worker's Compensation time loss payments to "buy back" my sick leave. I understand the Worker's Compensation payment must be returned to my employer.
- I wish to receive my Worker's Compensation time loss payments instead of my ~~District~~District Sick Leave.
- I wish to use my ~~District~~District Vacation and receive Worker's Compensation time loss payments.
- I wish to use my ~~District~~District Sick Leave and receive Worker's Compensation time loss payments.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## APPENDIX B

### PERFORMANCE REMEDIATION FORM

**Performance Remediation Process.** If an Employee is not performing satisfactorily according to the job description, the Supervisor and Program Administrator will complete a Performance Remediation Form with the Employee. The Employee must participate in the process. Identified areas in need of improvement must have been brought to the attention of the Employee previous to the implementation of this process. The

~~District~~District will provide a plan for improvement and the necessary help to give the Employee an opportunity to improve. The Performance Remediation process will be reviewed by the Supervisor, Program Administrator and the Employee according to the remediation timelines. An Employee in the remediation process is prohibited from changing positions if the areas in conflict appear on the job description of the new position. An Employee who has successfully remedied performance deficiencies within the probationary period will have no adverse effects from having gone through remediation. The ~~District~~District may directly discipline or discharge an Employee for justifiable cause without the implementation of this process. The Employee may request Association representation during this process.

PLEASE ATTACH ALL DOCUMENTATION TO THIS FORM

PERFORMANCE DEFICIENCY ACCORDING TO THE JOB DESCRIPTION:
IMPROVEMENT NEEDED:
PLAN FOR IMPROVEMENT:
TIMELINE AND DATES REVIEWED:
COMMENTS BY SUPERVISOR AND PROGRAM ADMINISTRATOR:

If satisfactory progress is not made in accordance with the above timelines, the Employee may be terminated. Discipline or discharge from the ~~District~~District is subject to the grievance procedure. Signing this form does not necessarily indicate agreement. Employee may attach a statement within 10 workdays.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Program Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Employee)

\_\_\_\_\_  
(Date)

## APPENDIX C Paraeducator Evaluation

NAME: \_\_\_\_\_ BUILDING: \_\_\_\_\_

POSITION: \_\_\_\_\_ SCHOOL YEAR: \_\_\_\_\_

**CLASSIFIED EVALUATION  
For Paraeducator**

**ME - Meets Expectations  
NA - Needs Attention**

**US - Does not Meet Expectations  
NR - Not Relevant**

<b>1. PROFESSIONAL COMPETENCE &amp; GENERAL JOB KNOWLEDGE</b>			
A. Exhibits self-control, mature behavior/judgment		E. Provides instruction under direction of teacher	
B. Maintains appearance which is neat & appropriate		F. Knowledge of programs, rules & regulations	
C. Communicates effectively with other staff & parents		G. Demonstrates guidelines for confidential information	
D. Correct English usage (written and oral)		H. Attends training as requested	
Comments:			
<b>2. QUALITY/QUANTITY OF WORK</b>			
A. Accomplishes work on schedule as requested (assists teacher with delivery of specially designed instruction in a timely manner)		C. Prompt and accurate with requests from teacher/supervisor	
B. Maintains files and accurate records		D. Follows teacher's plans and assigned schedule	
Comments:			
<b>3. WORKING WITH STUDENTS</b>			
A. Develops professional rapport with students		D. Explains directions or lessons clearly	
B. Demonstrates quiet, calm voice during instruction or when disciplining students.		E. Demonstrates consistency & fairness	
C. Makes provisions for students to be successful			
Comments:			
<b>4. INITIATIVE</b>			
A. Takes initiative in all aspects of work		C. Takes independent action as situation warrants	
B. Assists teachers and other para-educators (as necessary) in all duties requested		D. Exhibits flexibility and adapts to schedule changes	
Comments:			

<b>5. WORKSTATION ENVIRONMENT</b>			
A. Keeps work area orderly and returns materials		C. Selects & prepares equipment & materials	
B. Reports to scheduled station on time		D. Maintains plans and schedule sufficient for substitute	
Comments:			
<b>6. INTERPERSONAL RELATIONS</b>			
A. Demonstrates sensitivity to the needs of others		B. Demonstrates a positive and cooperative attitude	
Comments:			
<b>7. EFFORT TOWARD IMPROVEMENT</b>			
A. Takes steps to maintain or improve skills appropriate to position.		C. Responsive to constructive suggestion	
B. Evaluates own work and knowledge		D. Seeks help when appropriate	
Comments:			

**ADDITIONAL COMMENTS (optional):**

The employee's overall performance has been ( ) Satisfactory ( ) Unsatisfactory during the evaluation period \*

I certify this evaluation has been discussed with me during a conference held on (date) \_\_\_\_\_ I understand my signature does not necessarily indicate agreement.

**NOTE:** My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 10 work days.

\* if unsatisfactory, rationale must be attached. Remedial plans will be developed.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

**PROCEDURES FOR EVALUATION**

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 work- day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The evaluation, to be placed in the personnel file, will be discussed within 3 days at a conference between the supervisor and employee.
3. Any areas in which "Needs Attention" or "Does Not Meet Expectations" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy must be given to the employee upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate administrative supervisor.

**DEFINITION OF PERFORMANCE RATING CATEGORIES**

1. ME - Meets Expectations: The employee has met the performance expectations for this factor.
3. NA - Needs Attention: The employee has difficulty meeting the performance expectations for this factor.
4. US - Does Not Meet Expectations: The employee has failed to meet the performance expectations for this factor.
5. NR - Not Relevant



4. INITIATIVE			
A. Identifies problems.		C. Takes independent action as situation warrants.	
B. Works independently with minimal supervision		D. Seeks help as situation warrants	
Comments:			
5. PERSONAL CHARACTERISTICS			
A. Dependability		E. Adapts readily to new situations, demands and emergencies	
B. Attendance		F. Shows interest and pride in work	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner	
D. Maintains appearance which is neat and appropriate		H. Sensitive to needs of others	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents and community		B. Demonstrates positive teamwork	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve skills appropriate to position		B. Responsive to constructive suggestion	
Comments:			

**ADDITIONAL COMMENTS:**

The employee's overall performance has been ( ) Satisfactory ( ) Unsatisfactory during the evaluation period.\*

I certify this evaluation has been discussed with me during a conference held on (date)\_\_\_\_\_. I understand my signature does not necessarily indicate agreement.

\* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

**NOTE:** My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

## PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

## DEFINITION OF PERFORMANCE RATING CATEGORIES

- EE - Exceeds Expectations:** The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the ~~District~~**District** through such performance.
- ME - Meets Expectations:** The employee has met the performance expectations for this factor.
- NA - Needs Attention:** The employee has difficulty meeting the performance expectations for this factor.
- US - Unsatisfactory:** The employee has failed to meet the performance expectations for this factor.
- NR - Not Relevant**



**APPENDIX E**  
**Computer Technician Evaluation**

Name: \_\_\_\_\_

Position: \_\_\_\_\_ School Year: \_\_\_\_\_

EE - Exceeds Expectations

ME - Meets Expectation

NA - Needs Attention

<b>1. TECHNICAL SKILLS</b>			
A. Troubleshooting Knowledge		D. Software installation	
B. Computer Repair		E. Preventative maintenance	
C. Server Knowledge/Repair		F. Phone System Knowledge/Repair	
Comments:			
<b>2. QUALITY/QUANTITY OF WORK</b>			
A. Produces assigned work in an accurate, neat, and thorough manner		C. Accomplishes work on schedule	
B. Demonstrates ability to organize and prioritize work loads		D. Uses discretionary time effectively	
Comments:			
<b>3. GENERAL JOB KNOWLEDGE</b>			
A. Understands and follows <del>district</del> District and building/department policies, procedures and practices		C. Inventories, orders, stores and uses materials wisely	
B. Maintains and deals with confidential information and communications in an ethical manner		D. Operates equipment properly showing concern for well-being of self and others	
Comments:			
<b>4. INITIATIVE</b>			
A. Identifies problem		C. Takes independent action as situation warrants.	
B. Determines course of action within assignment			
Comments:			

<b>5. PERSONAL CHARACTERISTICS</b>			
A. Dependability		E. Adapts readily to new situations, demands and emergencies	
B. Attendance		F. Shows interest and pride in work	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner	
D. Maintains appearance appropriate to type of work being performed		H. Sensitive to needs of others	
Comments:			
<b>6. INTERPERSONAL RELATIONS</b>			
A. Deals effectively with students, staff, parents and community		B. Demonstrates teamwork	
Comments:			
<b>7. EFFORT TOWARD IMPROVEMENT</b>			
A. Strives for personal and/or professional growth		B. Responsive to constructive suggestion	
Comments:			

US - Unsatisfactory

NR - Not Relevant

ADDITIONAL COMMENTS:

I certify this evaluation has been discussed with me during a conference held on (date) \_\_\_\_\_ . I understand my signature does not necessarily indicate agreement.

**NOTE:** Any disagreement within this evaluation between supervisor and employee must be indicated in **writing, dated, and signed by both parties within five (5) working days** after the conference and a copy shall be attached to the evaluation form.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature  
PROCEDURES FOR  
EVALUATION

New employees are to be evaluated at least 15 days prior to expiration of the 90 day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.

2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually.

**APPENDIX F  
Custodian Evaluation**

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ School Year: \_\_\_\_\_

EE - Exceeds Expectations  
US - Unsatisfactory

ME - Meets Expectations  
NR - Not Relevant

NA - Needs Attention

1. TECHNICAL SKILLS			
A. Uses accepted methods to complete all cleaning tasks.		F. Assists in facility assessments and related record keeping as necessary.	
B. Cleaning, housekeeping and maintenance duties are performed adequately.		G. Picks up litter and trash as needed to maintain a positive school image.	
C. Takes initiative in all aspects of work.		H. Willing to respond to restroom emergencies as requested or necessary.	
D. Takes responsibility for building security and alarm systems as needed.		I. Takes initiative in daily surveillance of building and grounds.	
E. Handles all chemical supplies according to manufacturer and MSDS instructions.		J. Keeps accurate written records as directed.	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Completes assigned work in a timely and thorough manner.		D. Uses discretionary time effectively.	
B. Demonstrates ability to organize and prioritize workloads.		E. Demonstrates physical fitness qualifications needed in order to accomplish tasks listed in Custodial Job Description.	
C. Takes initiative in all aspects of work and accomplishes work on schedule.			
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Knowledge of school programs, rules and regulations; Understands and follows <del>district</del> District building/dept. policies, procedures and practices.		C. Plans and schedules are sufficient to meet the needs of daily assigned duties.	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others.	
Comments:			

<b>4. INITIATIVE</b>			
A. Identifies problem.		C. Takes independent action as situation warrants.	
B. Works independently with minimal supervision.		D. Seeks help as situation warrants.	
Comments:			
<b>5. PERSONAL CHARACTERISTICS</b>			
A. Dependability/Attendance		E. Adapts readily to new situations, demands and emergencies.	
B. Exhibits self control, mature behavior and Judgment.		F. Responds positively to all suggestions for improvement.	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner.	
D. Maintains appearance which is neat and appropriate.		H. Sensitive to needs of others.	
Comments:			
<b>6. INTERPERSONAL RELATIONS</b>			
A. Deals effectively with students, staff, parents and community when necessary.		B. Demonstrates positive teamwork.	
Comments:			
<b>7. EFFORT TOWARD IMPROVEMENT</b>			
A. Takes steps to maintain or improve as appropriate to position.		B. Responsive to constructive suggestion.	
Comments:			

**ADDITIONAL COMMENTS:**

The employee's overall performance has been ( ) Satisfactory ( ) Unsatisfactory during the evaluation period\*

I certify this evaluation has been discussed with me during a conference held on (date)\_\_\_\_\_. I understand my signature does not necessarily indicate agreement.

\* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

**NOTE:** My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

## PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

## DEFINITION OF PERFORMANCE RATING CATEGORIES

**EE - Exceeds Expectations:** The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the ~~District~~**District** through such performance.

**ME - Meets Expectations:** The employee has met the performance expectations for this factor.

**NA - Needs Attention:** The employee has difficulty meeting the performance expectations for this factor.

**US - Unsatisfactory:** The employee has failed to meet the performance expectations for this factor.

**NR - Not Relevant**

**APPENDIX G**  
**Food Service Evaluation**

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ School Year: \_\_\_\_\_

EE - Exceeds Expectations  
US - Unsatisfactory

ME - Meets Expectations  
NR - Not Relevant

NA - Needs Attention

1. TECHNICAL SKILLS			
A. Prepares and serves food in proper manner		C. Maintains cleanliness of food preparation area	
B. Follows standard food portion controls and price schedules			
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat and thorough manner		C. Accomplishes work on schedule	
B. Demonstrates ability to organize and prioritize workloads		D. Uses discretionary time effectively	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Understands and follows <del>district</del> District and building/department policies, procedures and practices		C. Inventories, orders, stores and uses materials wisely	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others	
Comments:			
4. INITIATIVE			
A. Identifies problems.		C. Takes independent action as situation warrants	
B. Determines course of action within assignment			
Comments:			

5. PERSONAL CHARACTERISTICS			
A. Dependability		E. Adapts readily to new situations, demands and emergencies	
B. Attendance		F. Shows interest and pride in work	
C. Punctuality (breaks, arrival and departure)		G. Approaches work in a positive manner	
D. Maintains appearance appropriate to type of work		H. Sensitive to needs of others	
Comments:			
6. INTERPERSONAL RELATIONS			
A. Deals effectively with students, staff, parents and community when necessary.		B. Demonstrates positive teamwork.	
Comments:			
7. EFFORT TOWARD IMPROVEMENT			
A. Takes steps to maintain or improve as appropriate to position.		B. Responsive to constructive suggestion.	
Comments:			

**ADDITIONAL COMMENTS:**

The employee's overall performance has been ( ) Satisfactory ( ) Unsatisfactory during the evaluation period\*

I certify this evaluation has been discussed with me during a conference held on (date)\_\_\_\_\_. I understand my signature does not necessarily indicate agreement.

\* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

**NOTE:** My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

## PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

## DEFINITION OF PERFORMANCE RATING CATEGORIES

**EE - Exceeds Expectations:** The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the ~~District~~**District** through such performance.

**ME - Meets Expectations:** The employee has met the performance expectations for this factor.

**NA - Needs Attention:** The employee has difficulty meeting the performance expectations for this factor.

**US - Unsatisfactory:** The employee has failed to meet the performance expectations for this factor.

**NR - Not Relevant**



**APPENDIX H  
Maintenance Evaluation**

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ School Year: \_\_\_\_\_

EE - Exceeds Expectations  
US - Unsatisfactory

ME - Meets Expectations  
NR - Not Relevant

NA - Needs Attention

1. TECHNICAL SKILLS			
A. Heating		F. Cleaning, housekeeping and maintenance	
B. Electrical		G. Practices preventative maintenance	
C. Mechanical		H. Grounds	
D. Equipment		I. Building Security	
E. Technical equipment		J. Maintains current appropriate license	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat and thorough manner		C. Accomplishes work on schedule	
B. Demonstrates ability to organize and prioritize workloads		D. Uses discretionary time effectively	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Understands and follows <del>district</del> District and building/department policies, procedures and practices.		C. Inventories, orders, stores and uses materials wisely.	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others.	
Comments:			

<b>4. INITIATIVE</b>			
A. Identifies problems.		C. Takes independent action as situation warrants.	
B. Determines course of action within assignment.			
Comments:			
<b>5. PERSONAL CHARACTERISTICS</b>			
A. Dependability		E. Adapts readily to new situations, demands and emergencies.	
B. Attendance		F. Shows interest and pride in work.	
C. Punctuality (breaks, arrival, and departure)		G. Approaches work in a positive manner.	
D. Maintains appearance appropriate to type of work being performed.		H. Sensitive to needs of others.	
Comments:			
<b>6. INTERPERSONAL RELATIONS</b>			
A. Deals effectively with students, staff, parents and community when necessary.		B. Demonstrates positive teamwork.	
Comments:			
<b>7. EFFORT TOWARD IMPROVEMENT</b>			
A. Strives for personal and-or professional growth.		B. Responsive to constructive suggestion.	
Comments:			

**ADDITIONAL COMMENTS:**

The employee's overall performance has been ( ) Satisfactory ( )Unsatisfactory during the evaluation period\*

I certify this evaluation has been discussed with me during a conference held on (date)\_\_\_\_\_. I understand my signature does not necessarily indicate agreement.

\* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

**NOTE:** My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

## PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

## DEFINITION OF PERFORMANCE RATING CATEGORIES

**EE - Exceeds Expectations:** The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the ~~District~~District through such performance.

**ME - Meets Expectations:** The employee has met the performance expectations for this factor.

**NA - Needs Attention:** The employee has difficulty meeting the performance expectations for this factor.

**US - Unsatisfactory:** The employee has failed to meet the performance expectations for this factor.

**NR - Not Relevant**

**APPENDIX I**  
**Secretarial Evaluation**

Name: \_\_\_\_\_ Building: \_\_\_\_\_

Position: \_\_\_\_\_ School Year: \_\_\_\_\_

EE - Exceeds Expectations

US - Unsatisfactory

ME - Meets Expectations

NR - Not Relevant

NA - Needs Attention

1. TECHNICAL SKILLS			
A. General clerical duties & office procedures.		F. Correct spelling.	
B. Telephone skills.		G. Accuracy and neatness.	
C. Financial & accounting records.		H. Compiles data and maintains appropriate records and files accurately.	
D. Ability to communicate (written & oral).		I. Attends training as requested.	
E. Correct English usage (written and oral).		J. Maintains confidentiality of information.	
Comments:			
2. QUALITY/QUANTITY OF WORK			
A. Produces assigned work in an accurate, neat and thorough manner.		C. Accomplishes work on schedule as requested.	
B. Demonstrates ability to organize and prioritize workloads.		D. Balances cash boxes.	
Comments:			
3. GENERAL JOB KNOWLEDGE			
A. Knowledge of school programs, rules & regulations.		C. Supervises students appropriately when requested.	
B. Maintains and deals with confidential information and communications in an ethical manner.		D. Operates equipment properly showing concern for well-being of self and others.	
Comments:			

<b>4. INITIATIVE</b>			
A. Identifies problems.		C. Takes independent action as situation warrants.	
B. Assists administrative secretary in all duties requested.		D. Seeks help as situation warrants.	
Comments:			
<b>5. PERSONAL CHARACTERISTICS</b>			
A. Dependability.		E. Adapts readily to new situations, demands and emergencies.	
B. Attendance.		F. Shows interest and pride in work.	
C. Punctuality (breaks, arrival, and departure).		G. Approaches work in a positive manner.	
D. Maintains appearance which is neat and appropriate.		H. Sensitive to needs of others.	
Comments:			
<b>6. INTERPERSONAL RELATIONS</b>			
A. Deals effectively with students, staff, parents and community.		B. Demonstrates positive teamwork.	
Comments:			
<b>7. EFFORT TOWARD IMPROVEMENT</b>			
A. Takes steps to maintain or improve skills appropriate to position.		B. Responsive to constructive suggestion.	
Comments:			

**ADDITIONAL COMMENTS:**

The employee's overall performance has been ( ) Satisfactory ( ) Unsatisfactory during the evaluation period.\*

I certify this evaluation has been discussed with me during a conference held on (date)\_\_\_\_\_. I understand my signature does not necessarily indicate agreement.

\* If unsatisfactory, rationale must be attached. Remedial plans will be developed.

**NOTE:** My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. Employee may attach a statement within 5 days.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor Signature

## PROCEDURES FOR EVALUATION

1. New employees are to be evaluated at least 15 days prior to expiration of the 90 day probationary period. The supervisor is to submit at that time the evaluation which determines the non-probationary status.
2. The written evaluation, to be placed in the personnel file, will be discussed at a joint conference between the supervisor and employee to be held within 3 days.
3. Any areas in which "Needs Attention" or "Unsatisfactory" are indicated must be followed by written comments explaining the deficiency and recommendations for helping the individual become effective.
4. A copy **must** be given to the staff member upon completion of each evaluation conference.
5. All employees will be evaluated a minimum of once annually. The written evaluation is to be completed by the immediate supervisor.

## DEFINITION OF PERFORMANCE RATING CATEGORIES

**EE - Exceeds Expectations:** The Employee consistently works beyond a majority of the performance expectations of this factor and has made significant contributions to the ~~District~~District through such performance.

**ME - Meets Expectations:** The employee has met the performance expectations for this factor.

**NA - Needs Attention:** The employee has difficulty meeting the performance expectations for this factor.

**US - Unsatisfactory:** The employee has failed to meet the performance expectations for this factor.

**NR - Not Relevant**